

**AGREEMENT FOR
FRONT LOAD AND ROLL OFF BIN PARTS
City of Glendale Solicitation No. IFB 23-11**

This Agreement for Front Load and Roll Off Bin Parts ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and BTE Body Company, Inc., a Texas corporation authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 202_.

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 23-11 (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.

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.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$500,000 as specifically detailed in **Exhibit B** (the "Compensation").

- 4.2 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 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):
- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
 - b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
 - c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 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:

BTE Body Company, Inc.
 c/o Jason Hurst, General Manager
 2650 N 32nd Avenue
 Phoenix, AZ 85009
 Tel: 602-278-9227
 Email: Jason.hurst@btebody.com

- 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 Scott Givaudan
 Supervisor, Solid Waste Management
 Glendale, Arizona 85301
 623-930-2710

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: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BTE Body Company, Inc.
a Texas corporation

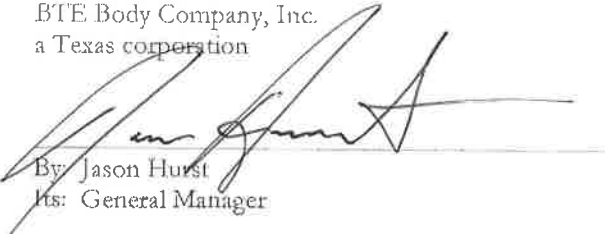


By: Jason Hurst
Its: General Manager

EXHIBIT A
FRONT LOAD AND ROLL OFF BIN PARTS
PROJECT

BTE Body Company, Inc. shall provide Front Load and Roll Off Bin Parts to the City of Glendale on an “as needed” basis as per attached specifications (ATTACHMENT 1).

ATTACHMENT 1

	SOLICITATION NUMBER: IFB 23-11 / 42300013 FRONT LOAD AND ROLL OFF BIN PARTS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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CITY OF GLENDALE PROCUREMENT DIVISION INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 23-11

ONLINE BID NUMBER: 42300013

TITLE: FRONT LOAD AND ROLL OFF BIN PARTS

PUBLISHED DATE: OCTOBER 5, 2022

PRE-BID CONFERENCE: OCTOBER 25, 2022, 10:00 AM Local Time
A pre-bid meeting will be held at the Glendale Field Operations Building Conference Room, 6210 W Myrtle Avenue, Suite # 111 Glendale, AZ 85301 at 10:00AM local time. The entrance is located off of Myrtle Ave, just west of 62nd Avenue. Attendance is not required but strongly encouraged.

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: Elmer Garcia, NIGP-CPP, Procurement Officer
623-930-2866 / Email: EGarcia1@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: To join the bid opening, [Click here to join the meeting](#)

Meeting ID: 217 807 543 638


Passcode: HvhaHh

Or call in (audio only)

+1 480-500-1194,408503227# United States, Phoenix

Phone Conference ID: 408 503 227#

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.

	<p>SOLICITATION NUMBER: IFB 23-11 / 42300013</p> <p>FRONT LOAD AND ROLL OFF BIN PARTS</p>	<p>CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.


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Exhibits Package

- Exhibit 1: Special Notices
- Exhibit 2: Special Terms and Conditions
- Exhibit 3: Insurance Requirements (if applicable)

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1.0 SPECIFICATIONS

1.1 INTRODUCTION & BACKGROUND

- A. The City of Glendale (“City”) Field Operations Department, Solid Waste Division is requesting proposals from qualified suppliers to provide front-load and roll-off trash bin parts and supplies in accordance with the provisions, specifications and instructions set forth in this Invitation for Bids (IFB).
- B. The City uses front-load and roll-off trash bins to provide solid waste collection services to commercial businesses, multi-family units, mobile home parts and trailer parks throughout the City.
- C. The City intends to use the resultant contract to purchase miscellaneous parts, supplies, materials and accessory equipment to support the regular maintenance and upkeep of the City’s trash bins.

1.2 OBJECTIVES

The objective of the City is to award the contract to suppliers who are capable of providing a full range of products including but not limited to, trash bins, bin bottoms, bin lids, bin casters and wheels, miscellaneous bin parts and accessories.

1.3 GENERAL REQUIREMENTS

- A. Products. Contractors should be able to provide a full range of parts, supplies, materials, and miscellaneous parts to meet the demands of the City.
- B. Quantities. The City will purchase bin parts and supplies on an “as-needed” basis. Quantities listed in this solicitation are the City’s best estimate only and no commitment of any quantity is made in this contract. The City’s actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.
- C. New Parts or Equipment. The City shall require new, NOT refurbished or reconditioned parts and equipment.
- D. Current Products. All parts and supplies offered by the Contractor shall be in current and ongoing production and capable of meeting or exceeding the specifications and requirements set forth by the City.
- E. Safety Standards. Parts and supplies supplied by the Contractor under this contract shall comply with applicable state, city and federal safety requirements.




SOLICITATION NUMBER: IFB 23-11 / 42300013

FRONT LOAD AND ROLL OFF BIN PARTS

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

- F. Product Quality Assurance. All parts and supplies provided in this contract shall be packaged and delivered to the City complete and undamaged, free of rust, dents, corrosion or any other physical or functional defects.
- G. Brand Name or Equivalent. There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.
- H. Ordering. Trash bin parts and supplies shall be purchased in accordance with this contract by the issuance of a purchase order and/or P-card.
- I. Delivery. All deliveries shall be made within **15** business days upon receipt of the purchase order or written notification from the City. All deliveries shall be made within the City of Glendale hours from 7:00 AM to 4:00 PM, Monday through Friday, excluding holidays. The City reserves the right to purchase any item under the resultant contract from other suppliers if the Contractor(s) is unable to meet this requirement.
- J. Delivery location. Parts and supplies shall be delivered FOB destination to:
- City of Glendale
Solid Waste Management Division
6429 W. Oranewood Avenue
Glendale, AZ 85301
- The City reserves the right to revise or add delivery locations within the City when the need arises.
- K. Access to City Location. The City will provide the Contractor with access to City delivery location so as to permit the Contractor to perform its obligations under this contract.
- L. City Property Damage. Any damage caused by the Contractor to City property shall be the Contractor's responsibility to make repairs within 20 days. If repairs are not completed, the City has the right to make the repairs and bill the Contractor who shall be responsible for reimbursing the City.
- K. Order Acceptance. Parts and supplies delivered to the City will be subject to inspection by the City of Glendale Solid Waste Management Division. Inspection criteria includes conformity to the specifications, quality and performance standards and

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warranty information. If the part delivered is returned to the Contractor for corrective action prior to acceptance for any reason, an additional period of 10 calendar days shall be allowed for inspection when subsequent deliveries occur.

The Contractor shall be fully responsible for shipping charges for any replacement product to correct items deemed not compliant with contract specifications.

- L. Defective Products. All defective or incomplete products delivered to the City shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other similar expenses shall be paid by the Contractor. All replacement products must be received by the City within ten (10) calendar days of initial notification.

1.4 PRODUCT REQUIREMENTS


- A. Products. Contractor should have a comprehensive line of trash bin parts and supplies to meet the needs of the City. The product categories include, but are not limited to the following:

1. Bin Bottoms
2. Bin Lids or Covers
3. Bin Casters and Wheels
4. Miscellaneous Bin Parts
5. Other categories

1.5 CONTRACT PRICING

- A. Pricing. Contractors shall provide pricing for the following:

1. Core Products List. The Core Products List represents the most competitive pricing on a variety of products frequently ordered by the City. Prices in the Core Products List shall remain firm during the term of the contract and will include all charges that may be incurred by the Contractor in fulfilling the requirements of this contract.
2. Catalog Products List. The Catalog Products List shall include the Contractor's available products which are not included in the City's Core Products List. Catalog Products List pricing shall be determined by applying the category discounts to the prices listed in the Contractor's manufacturer's suggested retail price (MSRP), retail price sheets, or published catalogs. Prices in the Catalog Products List shall remain firm during the term of the contract and will include all charges that may be incurred by the Contractor in fulfilling the requirements of this contract.

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B. Price Changes. Contractors may submit a request for price adjustments on the City's Core Products List within 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed price changes.

Contractors may submit changes to the manufacturer's suggested retail price (MSRP), retail price sheets, or published catalogs 90 days prior to the contract renewal date.

The price adjustments and changes in manufacturer's price lists, retail price sheets, or published catalogs shall only be considered at the time of contract extension. 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 or change in manufacturer's suggested retail price, retail price sheets, or published catalogs, if approved, will be effective and executed via a contract amendment.

C. No Additional Fees Allowed. No overtime charges, gas surcharges or additional fees to the City shall be allowed. Contractor's charges shall be based on contract pricing only.

D. Billing or Invoicing. Contractors shall provide a detailed invoices which includes the following:

- City Purchase Order reference number
- Itemized products purchased
- Separate line item for any product discount (if applicable)
- Separate line item for sales tax

All invoices should be submitted to the City of Glendale Solid Waste Management Division. Payments may be delayed for invoices that do not provide the details listed above.

1.6 EMERGENCY BUSINESS SERVICES

A. During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Contractor's products or services when needed. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions. In general, emergency orders may be placed using a City Procurement Card.

1.7 CONTRACT ADMINISTRATION

A. The Solid Waste Supervisor or designee shall perform all Contract Administrative functions associated with this document.



SOLICITATION NUMBER: IFB 23-11 / 42300013
FRONT LOAD AND ROLL OFF BIN PARTS

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

2. BIDDER SHEET (Must be printed, signed and returned upon completion)

Bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other Bidders or potential Bidders.

(Bidder to enter date)
Date

(Enter company name)
Legal Company Name

(Enter printed name)
Printed Name (Authorized Signatory)

(Enter Job Title)
Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

(Enter Email Address)
Email Address

(Enter Mailing Street Address)
Mailing Street Address

(Enter Phone Number)
Phone Number

(Enter City, State, Zipcode)
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

(Enter Contact Name)
Contact Name

(Enter Phone Number)
Phone Number

(Enter Email Address)
Email Address

FEDERAL TAXPAYER ID NUMBER (Required): (Enter Federal Taxpayer ID)

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number ____ Tax Rate: ____ **OR** No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

Exhibit 1 – Special Notices

Exhibit 2 – RFP Standard Terms and Conditions

Exhibit 3 – Insurance Requirements

Exhibit 4 – Template Agreement

(Print this form and sign here)

Authorized Signature

EXHIBIT B
FRONT LOAD AND ROLL OFF BIN PARTS
COMPENSATION


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 \$500,000.

DETAILED PROJECT COMPENSATION

See Contractor's Pricing Workbook (ATTACHMENT 2).

ATTACHMENT 2

 Glendale	SOLICITATION NUMBER: IFB 23-11 / 42300013 FRONT LOAD AND ROLL OFF BIN PARTS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3. 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.

CORE PRODUCTS LIST					
The Core Products List represents the most competitive pricing on a variety of products frequently ordered by the City. Prices in the Core Products List shall remain firm during the term of the contract and will include all charges that may be incurred by the Contractor in fulfilling the requirements of this contract.					
Item No.	Description	Unit of Measure	Annual Estimated Quantity (A)	Unit Price (B)	Total Amount (A X B)
3.1	Front Load Lid, 36"x58" Manufacturer: <u>CON-FAB</u> Make & Model: <u>L3658IP</u>	Each	1672	\$ <u>30.81</u>	\$ <u>51514.32</u>
3.2	Front Load Lid, 36"x48" Manufacturer: <u>CON-FAB</u> Make & Model: <u>L3648IP</u>	Each	230	\$ <u>27.22</u>	\$ <u>6260.60</u>
3.3	Front Load Lid, 36"x41" Manufacturer: <u>CON-FAB</u> Make & Model : <u>L3641IP</u>	Each	45	\$ <u>27.03</u>	\$ <u>1216.35</u>
3.4	Front Load Lid, 74"x58" Manufacturer: <u>CON-FAB</u> Make & Model : <u>L7458IP</u>	Each	10	\$ <u>141.96</u>	\$ <u>1419.60</u>



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3.5	Front Load Lid Rod, 75.5" length Manufacturer: <u>CON-FAB</u> Make & Model: <u>H1187</u>	Each	1260	\$ <u>7.15</u>	\$ <u>9009.00</u>
3.6	Swivel Caster 6 x 2 Phenolic Manufacturer: <u>CON-FAB</u> Make & Model: <u>W0063</u>	Each	1974	\$ <u>18.20</u>	\$ <u>35926.80</u>
3.7	Lock Release Kit with Hinges Manufacturer: <u>CON-FAB</u> Make & Model: <u>18896-1</u>	Each	6	\$ <u>46.80</u>	\$ <u>4680.00</u>
3.8	Corner with Wrap Around 11x11x1 Manufacturer: <u>CON-FAB</u> Make & Model: <u>K0086/K0066</u>	Each	76	\$ <u>11.05</u>	\$ <u>839.80</u>
3.9	Axle 1.4375 X 12.5 Manufacturer: <u>CON-FAB</u> Make & Model: <u>WB156</u>	Each	16	\$ <u>39.00</u>	\$ <u>624.00</u>
3.10	8 x 6 Ground Roller with Axle Manufacturer: <u>CON-FAB</u> Make & Model: <u>22341-3</u>	Each	6	\$ <u>50.70</u>	\$ <u>304.20</u>
3.11	8 x 8 Ground Roller with Axle Manufacturer: <u>CON-FAB</u> Make & Model: <u>22327</u>	Each	10	\$ <u>57.20</u>	\$ <u>572.00</u>
3.12	72 x 54 Fully Assembled Bin Bottom Manufacturer: <u>IMPACT</u> Make & Model: <u>BTM7254STD</u>	Each	10	\$ <u>336.80</u>	\$ <u>3368.00</u>
3.13	72 x 66 Fully Assembled Bin Bottom Manufacturer: <u>IMPACT</u> Make & Model: <u>BTM7266STD</u>	Each	31	\$ <u>396.66</u>	\$ <u>12296.46</u>
3.14	72 x 66 Fully Assembled Bin Bottom Manufacturer: <u>IMPACT</u> Make & Model: <u>BTM7266STD</u>	Each	31	\$ <u>396.66</u>	\$ <u>12296.46</u>
3.15	72 x 72 Fully Assembled Bin Bottom Manufacturer: <u>IMPACT</u> Make & Model: <u>BTM7272STD</u>	Each	11	\$ <u>423.27</u>	\$ <u>4655.97</u>



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3.16	72 x 80 Fully Assembled Bin Bottom Manufacturer: <u>IMPACT</u> Make & Model: <u>BTM7280STD</u>	Each	10	\$ <u>458.74</u>	\$ <u>4587.40</u>
3.17	Sponge Plug 2 Black Closed Cell Manufacturer: <u>IMPACT</u> Make & Model: <u>SPONGEPLUG</u>	Each	300	\$ <u>2.50</u>	\$ <u>750.00</u>
3.18	Odor Surrender, 5 Gallon Pail, 40 lbs Manufacturer: <u>IMPACT</u> Make & Model: <u>ODOR SURRENDER 5 GAL</u>	Each	9	\$ <u>122.23</u>	\$ <u>1100.07</u>
GRAND TOTAL (Item No. 3.1 through 3.18)					\$ <u>147,021.83</u>




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CATALOG PRODUCTS LIST

The Catalog Products List shall include the Contractor's available products which are not included in the City's Core Products List. Catalog Products List pricing shall be determined by applying the category discounts to the prices listed in the Contractor's manufacturer's suggested retail price (MSRP), retail price sheets, or published catalogs. Prices in the Catalog Products List shall remain firm during the term of the contract and will include all charges that may be incurred by the Contractor in fulfilling the requirements of this contract.

Item No.	Category	Description	MSRP or Catalog No. or Price List No.	MSRP/ Price List or Catalog Publication Date	Discount Off of MSRP or Catalog or Price List
3.19	Trash Bin Bottoms	Trash Bin Bottoms (Includes, but not limited to, various sizes and colors of fully assembled bottoms) Manufacturer: <u>CON-FAB</u>	_____	___/___/___	0 _____ %
3.20	Trash Bin Lids or Covers	Trash Bin Lids or Covers (Includes, but not limited to, various sizes and colors of front load lids, and side load lids) Manufacturer: <u>IMPACT</u>	_____	___/___/___	0 _____ %
3.21	Bin Casters and Wheels	Bin Casters and Wheels (Includes, but not limited to, various sizes of caster pads with nut & bolts, rigid casters, swivel casters, ground rollers) Manufacturer: <u>IMPACT</u>	_____	___/___/___	0 _____ %
3.22	Miscellaneous Bin Parts	Miscellaneous Bin Parts (Includes, but not limited to, various sizes of front load lid rods, hinge assembly, lid locks, etc.) Manufacturer: <u>HOLTZ</u>	_____	___/___/___	0 _____ %

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3.23	Other Categories	Tools, Chemicals and Supplies (Including, but not limited to, polypropylene shovels, sponges, odor eliminating chemicals, etc.) (Please specify other items covered: VARIOUS	_____	____/____/____	0 %
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3.24 **DELIVERY** Contractor shall perform the services as per Specifications.

Comply: Yes No

3.25 **TAX AMOUNT** Do not include any use tax or federal tax in your quotation. The City is 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 % _____

3.26 **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.

Company Name: BTE Body Inc.



Entity Information

Search Date and Time:
11/28/2022 11:27:43 AM

Entity Details

BTE BODY COMPANY, INC.	Entity Name:
1996522	Entity ID:
Foreign For-Profit (Business) Corporation	Entity Type:
Active	Entity Status:
6/11/2019	Formation Date:
In Good Standing	Reason for Status:
8/13/2019	Approval Date:
8/13/2019	Status Date:
3/19/2008	Original Incorporation Date:
Perpetual	Life Period:
Any legal purpose	Business Type:
2022	Last Annual Report Filed:
Texas	Domicile State:
6/11/2023	Annual Report Due Date:
	Years Due:
	Original Publish Date:

Statutory Agent Information

CT CORPORATION SYSTEM	Name:
Active 8/13/2019	Appointed Status:
	Attention:
3800 NORTH CENTRAL AVENUE SUITE 460, PHOENIX, AZ 85012, USA	Address:
6/9/2022	Agent Last Updated:
	E-mail:
	Attention:
	Mailing Address:
Maricopa	County:

Principal Information