

**CITY OF CASA GRANDE, ARIZONA**

**NOTICE OF REQUEST FOR PROPOSALS**

The City of Casa Grande will receive requests for proposals for the following:

City of Casa Grande  
Recycling Processing Services

Each proposal shall be in accordance with the specifications and instructions on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by calling the City Clerk's Office (520) 421-8600, or a complete packet is available to download on the City's website: [www.casagrandeaz.gov](http://www.casagrandeaz.gov).

There will be a voluntary Pre-Proposal Meeting at the Public Works Department Conference Room, 3181 N. Lear Avenue, Casa Grande, on **Tuesday, July 21, 2015 at 9:00 a.m.** City time.

All proposals must be submitted by **Tuesday, August 4, 2015 at 1:30 p.m.**, City time to the City Clerk, Remilie Miller, located at 510 East Florence Boulevard, Casa Grande, Arizona 85122. The proposals will be reviewed thereafter.

Proposals must be addressed to:

**Remilie S. Miller, City Clerk  
City of Casa Grande  
510 E. Florence Boulevard  
Casa Grande, Arizona 85122**

The envelope must be boldly marked:

**PROPOSAL ON: RECYCLING PROCESSING SERVICES  
FOR THE CITY OF CASA GRANDE  
PROPOSAL DUE: AUGUST 4, 2015 AT 1:30 P.M.**

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Proposal, or to reject any or all proposals; to be the sole judge of the suitability of the materials offered, and to award a Contract or Contracts for the furnishing of one or more items of the services it deems to be in the best interest of the City.

/s/ James V. Thompson  
City Manager

## TABLE OF CONTENTS

	<u>PAGE</u>
NOTICE OF REQUEST FOR PROPOSALS.....	1
TABLE OF CONTENTS.....	2
GENERAL INFORMATION.....	3
DESCRIPTION OF SERVICES BEING PROCURED.....	5
OFFER PREPARATION.....	5
INQUIRIES .....	7
EVALUATION.....	8
AFFIDAVIT OF NON-COLLUSION.....	9
OFFER SECTION.....	10
CERTIFICATE OF INSURABILITY.....	11
OFFEROR'S QUESTIONNAIRE.....	12
PRICE SHEET.....	13
SIGNATURE PAGE.....	14
GENERAL TERMS & CONDITIONS FOR RECYCLABLES PROCESSING SERVICES.....	16
PROPOSAL CHECKLIST.....	17
SAMPLE AGREEMENT.....	18

## INFORMATION AND INSTRUCTIONS TO OFFERORS

**1. RFP:** This procurement is a Request for Proposals (RFP) for recyclables processing services including sorting, material recovery and marketing of comingled recyclables received from the City of Casa Grande.

### 2. GENERAL INFORMATION

**2.1. Delivery Time & Location.** Offers must be received by City of Casa Grande on or before 1:30 p.m. City time, on **August 4, 2015** at 510 E. Florence Boulevard, Casa Grande, Arizona 85122.

**2.2. Late Offers.** Late submittals and/or unsigned Offers will not be considered. Envelopes containing Offers with insufficient postage will not be accepted. It is the sole responsibility of the Offeror to see that their Offer is delivered and received by the proper time and at the proper place.

**2.3. Pre-Proposal.** A voluntary Pre-Proposal Meeting has been scheduled for 9:00 a.m. local Arizona time on July 21, 2015 at the Public Works Conference Room, 3181 N. Lear Avenue, Casa Grande, AZ. Potential Offerors should raise any questions about the RFP or the procurement process prior to or at this meeting. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the RFP will be addressed through a written RFP Addendum.

**2.4 Proposed Schedule of Events.** The calendar of events below is an integral part of the Submittal Requirements and Contract Documents. The City, however, reserves the right to alter these timelines as necessary in the best interest of the City and to accommodate scheduling difficulties relating to interviews or Council selection of the Contractor. All times refer to Local Time, as kept by the City Clerk. Event Item (Referenced Document) Date and Time.

#### **Calendar of Events**

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1. Request for Proposal released: June 30, 2015
2. Pre-Proposal Meeting (voluntary): July 21, 2015 at 9:00 a.m.
3. Deadline for Proposal Submittal: August 4, 2015 at 1:30 p.m.
4. Complete Proposal Review and Notify Selected Contractor: August 7, 2015
5. Council Review: September 8, 2015
6. Award Contract September 25, 2015

**2.5. Addendum.** This RFP may only be modified by a written Addendum. Offerors are responsible for obtaining all addendums via the City's Vendor Registration system identified in Section 2.16, or other means.

**2.6. Sealed Envelope or Package.** Each Offer shall be submitted to the City Clerk's Office in a sealed envelope or package. The envelope or package should be clearly identified as an Offer and be boldly marked with name of the Offeror and labeled "Recycling Processing Services".

**2.7. Offer Amendment or Withdrawal.** An Offer may be withdrawn anytime before the RFP deadline for proposal submittal. An Offer may not be amended or withdrawn after the RFP due date and time except as otherwise provided by applicable law.

**2.8. Public Record.** Upon publication by the City Clerk of the proposed award(s) in the agenda for the City Council meeting at which the award(s) will be considered, all Offers submitted in response to this RFP, and all evaluations related to the Offer, shall be deemed to be public records.

**2.09. Nondisclosure.** Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known to the City in the Offers submitted. All information that Offeror requests not to be disclosed as a matter of public record shall be clearly labeled and shall include a description as to why such information warrants nondisclosure.

**2.10. Confidentiality.** The City will not ensure confidentiality of any portion of the RFP documents that are submitted in the event that a public record request is made.

**2.11. Prior Notice.** The City will provide Offeror 48 hours notice before releasing materials identified by the Offeror as being confidential or proprietary in order to provide time for the Offeror to seek a protective order regarding the release of the information.

**2.12. Cost of Offer Preparation.** The City will not reimburse any Offeror for the cost of responding to a RFP.

**2.13. Persons with Disabilities.** Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the contact person identified on the notice page of this document. Requests shall be made as early as possible to allow time to arrange the accommodation.

**2.14. Offer Acceptance Period.** All Offers shall remain valid for 180 days after the day of the opening of Offers, but the City may, at its sole discretion, release any Offer and return the security/proposal bond prior to that date. No Offeror may withdraw its Offer during this period without written permission from the City. Should any Offeror refuse to enter into a Contract under the terms and conditions of the RFP and the Offers submitted pursuant to the RFP, the City may, among other things, retain the security/proposal bond (as applicable), not as a penalty, but as liquidated damages.

**2.15. Vendor Registration.** Offerors must register via the on-line Vendor Registration system at [www.casagrandeaz.gov](http://www.casagrandeaz.gov), in order to automatically receive notification of Addendums to this RFP or notice of other solicitation opportunities. To register, select the BUSINESS tab, then select VENDOR SERVICES, then click on VENDOR REGISTRATION form, read or print the instructions, then select SUBMIT. An Offeror who is not registered must contact the City Clerk's Office to make other arrangements to receive notice of Addendums to this RFP.

**2.16. City Contact Person for Questions on RFP and Contract Administration.** All questions related to the general terms and conditions of the RFP should be directed to the City Clerk, Remilie Miller at (520) 421-8600. All questions related to the scope and

specifications of the RFP should be directed to Sanitation Superintendent, Norm Gumenik at (520) 421-8625 or email: [ngumenik@casagrandeaz.gov](mailto:ngumenik@casagrandeaz.gov).

### 3. DESCRIPTION OF SERVICES BEING PROCURED

**3.1. Overview of City Recycling Program.** The City currently provides curbside collection service to approximately 14,800 single family residential households and 111 commercial recycle accounts (includes 63 cardboard (OCC) accounts). Participation is on a voluntary basis with an estimated 26 percent of households participating in the residential recycling program. The residential comingled recyclables are currently collected manually from 14 gallon bins, providing the City with an opportunity to remove contaminants at curbside. Residential recyclables are collected Monday through Friday with the exception of City observed holidays. Commercial recyclables are collected on Wednesdays from a variety of containers ranging from 14 gallon bins to 8 yard front load containers. The commercial OCC and comingled materials are mixed and shipped as comingled recyclables.

The City currently accepts the following materials in the recycling program: newspapers, mixed paper (including shredded paper), cardboard (corrugated and chipboard), aluminum and metal cans and containers, and plastic containers and bottles (#1 thru #7). Glass is not accepted in the recycling program. Last year the City shipped approximately 1,500 tons of comingled recyclables consisting of an estimated 87 percent fibers, 9 percent plastics, and 4 percent metal and aluminum.

**3.2. Requested Contractor Services and Associated Requirements.** The City is seeking proposals from qualified Contractors to purchase and remove loose comingled recyclables identified in the City's recycling program from the City's transfer site located at 5200 S. Chuichu Road.

The City has limited storage capacity at the transfer site. The awarded Contractor must have the ability/capability to load and transport stockpiled recyclables Mondays through Fridays. The Contractor must consider and propose an approach to load and remove stockpiled materials from the City's transfer site so that it will not negatively impact City operations.

The City is currently requesting proposals to enter into a two year (2 year) agreement, with three (3) additional one-year extension periods provided at the sole discretion of the City.

### 4. OFFER PREPARATION

**4.1 Format.** Offerors should submit their original Offer using the forms provided in this RFP with one (1) additional copy and a CD or thumb-drive (electronic copy).

**4.2 No Facsimile or Electronic Mail Offers.** Original Offers may not be submitted by facsimile or electronically. A facsimile or electronic version of an original Offer shall be rejected.

**4.3 Typed or Ink Corrections.** The original Offer shall be typed or completed in ink. Erasures, interlineations or other modifications to the original Offer shall be initialed in ink by the person signing the Offer.

**4.4. No Modifications.** Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.

**4.5. Content.** The Offer Section shall contain all of the following information (all forms and documents are included in RFP package).

**4.5.1. Description of Offeror.** A brief description of the Offeror, including legal organization, name, address and location of the Offeror's principal and local office must be provided.

**4.5.2 Tax ID Number.** Offeror must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Offer Section. A City of Casa Grande Sales Tax Number, if applicable, must also be supplied.

**4.5.3. Exceptions to RFP.** Offeror shall identify any exceptions to the terms of this RFP on the form entitled "Exceptions to Services Being Offered to the City" included in the RFP. The form CONTRACT attached to this RFP, and all exhibits referenced therein, are considered to be a part of this RFP for which exceptions must be identified. The exceptions identified must clearly specify the provision(s) objected to and include proposed alternative provision(s). Failure to identify an exception as set forth herein shall indicate that Offeror accepts the terms of the RFP as presented. Any exception identified will be considered during the City's evaluation of the Offer. An Offer that takes exception to any material requirement of the RFP may be rejected as non-responsive.

**4.5.4 Disclosure of Debarment.** If the Offeror (including each of its principals, Subcontractors, or joint venture partners) has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The explanation shall include documentation setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances, including the details enumerated above, shall be provided.

**4.5.5. RFP Addendum Acknowledgement.** Each RFP Addendum shall be acknowledged in the Offer section. Failure to acknowledge a RFP Addendum may result in rejection of the Offer.

**4.5.6 Evidence of Intent to be Bound.** The Offer shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by its Offer and the terms of the RFP, and that the information provided in the Offer is true, accurate and complete. All entities to be bound by the Offer, or any portion thereof, must sign the Offer. Failure to sign the Offer shall result in rejection of the Offer.

**4.5.7. Non-Collusion and Non-Discrimination.** By signing and submitting the Offer, the Offeror certifies that:

A. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

B. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment; and

C. The Offeror understands that it will be responsible for and shall pay all sales, consumer, use, and other taxes associated with the services provided. When equipment, materials or supplies that are generally taxable to the Offeror are eligible for a tax exemption due to the nature of the item or the involvement of the City, Offeror shall assist the City in applying for and obtaining such tax credits and exemptions which shall be paid or credited to the City.

**4.5.8. Certificate of Insurability.** Offeror shall complete the Certificate of Insurability form provided with this Request for Proposal.

**4.5.9. Offeror's Questionnaire.** Offeror must supply all information requested in the attached Offeror's questionnaire. Responses will serve as the basis for evaluation of qualified and responsive proposals.

**4.5.10. Pricing.** Offeror must complete and submit Pricing Sheet which will be included as an attachment and conditions of the CONTRACT.

**4.5.11. General Terms for Recyclables Processing Services.** Offeror must complete and submit General Terms for Recyclables Processing Services which will be included as an attachment and conditions of the CONTRACT.

## 5. INQUIRIES

**5.1. Duty to Examine.** It is the responsibility of each Offeror to examine the entire RFP, seek clarification (inquiries), and examine its Offer for accuracy before submitting the Offer.

**5.2. Submission of Inquiries.** All inquiries, except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate page and section if appropriate. The City shall consider the relevancy of the inquiry but is not required to respond in writing. All inquiries should be submitted to Norm Gumenik at (520) 421-8625 or email: [ngumenik@casagrandeaz.gov](mailto:ngumenik@casagrandeaz.gov).

**5.3. Timelines.** Any inquiry regarding the RFP shall be submitted as soon as possible and should be submitted at least ten (10) days before the Offer due date and time. Failure to do so may result in the inquiry not being considered for a RFP Addendum.

**5.4. No Right to Rely on Verbal Responses.** An Offeror shall not rely on verbal responses for inquiries. A verbal reply to an inquiry or response does not constitute a modification of the RFP.

## **6. EVALUATION**

**6.1. Disqualification.** An Offeror (including each of its principals, Subcontractors, or joint venture partners) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its Offer rejected.

**6.2. Clarifications.** The City reserves the right to obtain Offeror clarifications where necessary to arrive at a full and complete understanding of Offeror's product, service, and/or Offer. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Offer and does not give Offeror an opportunity to revise or modify its Offer.

**6.3. Waiver and Rejection Rights.** The City reserves the right to reject any or all Offers or to cancel the RFP altogether, to waive any informality or irregularity in any Offer received, and to be the sole judge of the merits of the respective Offers received.

**6.4. Award Decisions.** Award shall be made to the Offer deemed most advantageous to the City. Qualified and responsive proposals will be evaluated 100 percent based on price per ton offered. Responsive Offerors must consider and propose an approach to load and remove stockpiled materials from the City's transfer site that will not negatively impact City operations.

**AFFIDAVIT OF NON-COLLUSION**

State of Arizona     )  
                                  ) ss.  
County of             )

\_\_\_\_\_, affiant,  
(Name)

Being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Name of Business)

That pursuant to Section 44-1404 of the Arizona Revised Statutes, he certifies as follows:

That neither he/she nor anyone associated with the said

\_\_\_\_\_  
(NAME OF BUSINESS)

has, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Request for Proposal:

Recycling Processing Services

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Business)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**OFFER SECTION**  
**(Includes information required to be submitted with Offer)**

**1. OFFEROR**

Firm Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

Disclosure of Debarment Information: \_\_\_\_\_

Receipt of Addenda: \_\_\_\_\_

Offeror acknowledges receipt of the following Solicitation Addendum(s):

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

**CERTIFICATE OF INSURABILITY**

I am fully aware of the insurance requirements contained in this RFP (identified in attached City of Casa Grande Contract for Services) and by the submission of this Offer, I hereby assure City of Casa Grande that I am able to produce the Insurance coverage required should I be selected to be awarded the CONTRACT.

Should I be awarded the CONTRACT pursuant to this RFP, and am unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that I may not be considered for further projects by City of Casa Grande.

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

## **OFFEROR'S QUESTIONNAIRE**

A) Please provide similar municipal experience. Provide a list of municipal customers for which you have provided a similar scope of work within the last five (5) years. Please include the following information:

- Name and location of municipality;
- Contact information, including contact name, title, phone number and email address;
- Description of service provided;
- Dates service provided.

B) Please describe the method of operation to be used for the loading and transportation of loose comingled recyclables from the City of Casa Grande to the Contractor's facility (including planned hours of operation).

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

Name of Authorized Offeror: \_\_\_\_\_

**PRICE SHEET**  
**(City of Casa Grande – Recycling Processing Services)**

Contractor’s proposed **price per ton** to be paid to the City of Casa Grande for loose comingled recyclables received by the Contractor for processing. The price per ton is to be effective for the first year or twelve month period of the contract. The price per ton for the second year of the contract and each additional one-year extension option may be adjusted based on changed market conditions as indicated by “Yellow Sheet” and other commodity price indicators.

A. **Comingled Residential Recyclables:** (see list of materials accepted for processing – page 5, section 3.1).

Loose Comingled Recyclables	Year #1 of Contract
<b>Price Per Ton:</b>	\$ _____

**SIGNATURE PAGE**

**If OFFEROR is:**

**An Individual**

\_\_\_\_\_  
Signature of Offeror

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**A Partnership**

By:

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Partner's Signature)

\_\_\_\_\_  
(Printed or Typed Name of Partner)

License or Registration No: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**A Corporation**

By:

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By:

\_\_\_\_\_  
**(Signature of Officer Authorized to Sign)**

\_\_\_\_\_  
(Printed or Typed Name of Officer Authorized to Sign)

Attest:

\_\_\_\_\_  
(Secretary)

Federal I.D. Number:

\_\_\_\_\_

Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

**A Joint Venture**

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

Address:

\_\_\_\_\_

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

Address:

\_\_\_\_\_  
\_\_\_\_\_

(Each party to the joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

## GENERAL TERMS AND CONDITIONS FOR RECYCLABLES PROCESSING SERVICES

### Recyclables Processing Services

- A. **General.** Contractor shall be responsible for all operations, maintenance, monitoring, regulatory and reporting requirements typically associated with the type of recyclables processing facility services provided pursuant to the CONTRACT, including, but not limited to, the following:
1. Operating a scale system and calibrating the scales utilized in accordance with industry standards.
  2. Weighing all incoming vehicles that are delivering materials to the recyclables processing facility by, or on behalf of City.
  3. Managing, sorting and processing the recyclables accepted at the recyclables processing facility.
  4. Properly transporting and disposing of all residuals generated during processing of the recyclables received at the facility to an approved Subtitle D landfill.
- B. **Operating Hours & Accepted Holidays.** Contractor shall, at a minimum, have the capacity to accept recyclables from the City's transfer site five (5) days each week (Monday through Friday) between the hours of 7:00 a.m. to 4:00 p.m. Contractor shall have the capacity to accept recyclables on Saturday from 7:00 a.m. to 4:00 p.m. for any week in which one of the following holidays falls on a Thursday or Friday:
1. New Year's Day.
  2. Independence Day.
  3. Thanksgiving.
  4. Christmas Day.
- C. **Materials Accepted.** Contractor must accept all recyclables collected by the City as identified in section 3.1 of this RFP.

**PROPOSAL CHECK LIST (Items must be included in proposal submittal).**

- Offer Section
- Certificate of Insurability
- Offeror's Questionnaire
- Price Sheet
- General Terms for Recyclables Processing Services (**Read and Understand**)
- Requested Contractor Services and Associated Requirements (**Read and Understand**)
- Recycling Processing Services - Contract for Services (**Read and Understand**)

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**SAMPLE AGREEMENT**  
**CITY OF CASA GRANDE**  
**RECYCLING PROCESSING SERVICES**  
**CONTRACT FOR SERVICES**

THIS CONTRACT is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_ (hereinafter known as “Contractor”), a \_\_\_\_\_ authorized to do business in the state of Arizona, whose address is \_\_\_\_\_, and the City of Casa Grande (hereinafter known as “City”), an Arizona municipal corporation, whose address is 510 East Florence Boulevard, Casa Grande, Arizona 85122.

The City engages the Contractor to perform services for a project known and described as “*Recycling Processing Services*”.

**1. Scope of Contractor's Services.**

The Contractor agrees to provide recycling processing services to the City consistent with the criteria identified in *City of Casa Grande Request for Proposal for Recycling Processing Services* and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the CONTRACT.

**2. Accounting and Payment to the City.**

Payment to the City for recyclables accepted under this CONTRACT shall be a sum(s) of \$ \_\_\_\_\_, as set forth in Exhibit "B". The amount of compensation shall be the unit price for the recyclables multiplied by the actual quantity of the recyclables provided during the previous month. Monthly payments to the City shall be supported by itemized documentation of load weights received by the Contractor. The City shall be compensated on or before the last day of each month for the recyclables provided during the previous month.

**3. Assignment and Subcontracting.**

No portion of this Contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contact Person identified in Section 2.16 of page 4 of this RFP. It will be the responsibility of the Contractor to ensure that any and all Subcontractors comply with the terms and conditions of this CONTRACT and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

#### **4. Independent Contractor.**

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing contained herein shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this CONTRACT by the Contractor as an independent Contractor.

#### **5. No Guarantee of Employment.**

The performance of all or part of this Contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any Subcontractor or any employee of any Subcontractor by the City at the present time or in the future.

#### **6. Taxes.**

The Contractor understands and acknowledges that the City will not withhold federal or state income taxes. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this CONTRACT. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this CONTRACT.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

#### **7. Regulations and Requirement.**

This CONTRACT shall be subject to all laws, rules and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

#### **8. Right to Review.**

This Contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not

limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the CONTRACT and its performance, and any and all communications with or evaluations by service recipients under this CONTRACT. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this CONTRACT for five (5) years after Contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

## **9. Modifications.**

Either party may request changes in the CONTRACT. Any and all agreed modifications shall be in writing, signed by each of the parties.

## **10. Termination for Default or Decision by Contractor.**

If the Contractor defaults by failing to perform any of the obligations of the Contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at the City's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall compensate the City for all outstanding payments due on comingled recyclables received by the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the Termination for Public Convenience paragraph hereof.

If the Contractor decides to terminate the Contract prior to the expiration date of the original or one year extension periods, the Contractor must provide the City with a minimum sixty (60) day written notice of intent to terminate contract. The Contractor shall compensate the City for all outstanding payments due on comingled recyclables received by the Contractor. In the event the Contractor fails to provide a minimum sixty (60) day notice of termination, the Contractor shall bear any extra expenses incurred by the City in transporting recyclables to an alternative recycling facility during the prorated notice period.

## **11. Termination for Public Convenience.**

The City may terminate the Contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Termination of this Contract by the City at any time during the term,

whether for default or convenience, shall not constitute a breach of Contract by the City.

**12. Equal Opportunity.**

This CONTRACT, and the parties thereto, shall comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4 as they relate to equal opportunity.

**13. Venue and Choice of Law.**

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this CONTRACT, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This CONTRACT shall be governed by the laws of the State of Arizona.

**14. Insurance.**

**INSURANCE REQUIREMENTS**

Concurrently with the execution of this Agreement, the CONTRACTOR will furnish the City of Casa Grande a certificate of insurance on a standard insurance industry ACORD form.

The CONTRACTOR, Subcontractors and Subconsultants must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the CONTRACTOR, his agents, representatives, employees, or Subcontractors.

The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the agreed contract services under this Agreement by the CONTRACTOR, his agents, representatives, employees, Subcontractors or Subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary. The City will not pay for higher limits, but if the CONTRACTOR pays for insurance with higher limits, the CONTRACTOR will name the City as an additional insured on any additional insurance.

**MINIMUM SCOPE AND LIMITS OF INSURANCE**

The CONTRACTOR must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form

General Liability/Aggregate

\$1,000,000/\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	Optional

Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident	\$1,000,000
For Bodily Injury and Property Damage	

Workers Compensation and Employers Liability:

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

**SELF-INSURED RETENTIONS**

Any self-insured retentions and deductibles must be declared to and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.

**OTHER INSURANCE REQUIREMENTS**

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages:

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City of Casa Grande, its officers, officials, agents, and employees are additional insured's with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.

The City, its officers, officials, agents, and employees must be additional insured's to the full limits of liability purchased by the CONTRACTOR even if those limits of liability

are in excess of those required by this Agreement.

The CONTRACTOR'S insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.

The CONTRACTOR'S insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.

The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.

Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the CONTRACTOR for the City.

Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the Work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the required provisions for the 3 year period.

## **SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE**

The SUBCONTRACTOR'S certificates must include all Subcontractors and Sub consultants as insured's under its policies or the CONTRACTOR must maintain separate certificates and endorsements for each Subcontractor and Sub consultant. All coverage's for Subcontractors and Sub consultants must be in the amounts shown in Article 6.2.

## **NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except after first giving 30 days written notice, by certified mail, return receipt requested to: City of Casa Grande Risk Management Office, 510 E. Florence Boulevard, Casa Grande, Arizona 85122.

## **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies

in the State of Arizona and with an A. M. Best's rating of no less than B++6. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

## **VERIFICATION OF COVERAGE**

The CONTRACTOR must furnish the City Certificate of Insurance ACORD form or equivalent approved by the City and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage's must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect on or before the earlier of commencement of Work under the Contract Documents or the signing of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All Certificates of Insurance required by this Agreement shall be sent directly to the City of Casa Grande Clerk's Office. **The project name must be included on the Certificate of Insurance.** The City of Casa Grande shall be included as the "Certificate Holder" and named additional insured. All CONTRACTORS or SUBCONTRACTORS must provide a copy of the additional insured endorsement from the CONTRACTORS or SUBCONTRACTORS policy showing the City is named as an additional insured. The **City reserves** the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

## **APPROVAL**

Any modification or variation from the insurance requirements in this Agreement must be approved by the City of Casa Grande Risk Management office, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

### **15. Future Non-Allocation of Funds.**

If sufficient funds are not appropriated or allocated for payment under this Contract for any future fiscal period, the City will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the City in the event this provision applies.

### **16. Protection of Licensee Data.**

Contractor warrants that the Contractor's installation, maintenance, and upgrade of any software provided hereunder shall not result in the use or disclosure by

Contractor of any information concerning a patient/client obtained by the City in providing service in violation of any State laws, Federal laws, including, but not limited to, the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any federal regulations governing privacy, including, but not limited to, 45 CFR Section 160-164, as well as other applicable federal and state statutes and regulations.

#### **17. Contractor Commitments, Warranties and Representations.**

Any written commitment received from the Contractor concerning this CONTRACT shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this CONTRACT, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

#### **18. Patent/Copyright Infringement.**

Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
- b. Vendor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

#### **19. Disputes.**

**19.1 General.** Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

**19.2 Notice of Potential Claims.** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

**19.3 Detailed Claim.** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

## **20. Ownership of Items Produced.**

All writings, programs, data, public records or other materials prepared by the Contractor and/or its Contractors or Subcontractors, in connection with the performance of this CONTRACT shall be the sole and absolute property of the City.

## **21. Conflict of Interest.**

The Contractor agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the Contractor agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the Contractor gains such interest during the course of this Contract.

If the Contractor gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.

The Contractor shall not engage the services on the Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Contract modifications for this Contract.

The Contractor agrees that it shall not perform services on this Project for the Contractor, sub-Contractor, or any supplier.

The Contractor shall not negotiate, Contract, or make any CONTRACT with the Contractor, sub-Contractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

This CONTRACT is subject to the cancellation provisions for conflicts of interest pursuant to A.R.S. §38-511.

**22. Covenant Against Contingent Fees.**

The Contractor affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Contractor to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

**23. Indemnification.**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting there from, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her Contractors, Subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this CONTRACT. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

**24. Confidentiality.**

The Contractor, its employees, Subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this CONTRACT, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

**25. Public Disclosure.**

In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

**26. Notice.**

Except as set forth elsewhere in the CONTRACT, for all purposes under this CONTRACT, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

**27. Severability.**

If any term or condition of this Contract or the application thereof to any person(s) or circumstance(s) is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid

term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

**28. Waiver.**

Waiver of any breach or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

**29. Survival.**

The provisions of paragraphs, 4, 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 28, and 32 and the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this CONTRACT for any reason.

**30. Discrimination.**

Contractor **shall not** unlawfully discriminate against any employee, applicant for employment, recipient of services or programs, or applicant for services or programs, on the basis of race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap. Contractor shall comply with the Americans with Disabilities Act.

**31. Entire Contract.**

This written Contract represents the entire CONTRACT between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

**32. E-Verify.**

To the extent applicable under A.R.S. § 41-4401, the Contractor and its Subcontractors warrant compliance 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's or Subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the CONTRACT and may result in the termination of the CONTRACT by City. The Contractor agrees to insert language similar to this paragraph in all Contracts in which they engage with Subcontractors on this project to ensure that those Subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its Subcontractors who work on the CONTRACT to ensure that the Contractor and its Subcontractors are complying with the above-mentioned warranty. The Contractor and its Subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The

