CITY CLERK
ORIGINAL

C-11123
07/18/2016

AGREEMENT FOR
SWEEPER BROOMS

City of Glendale Solicitation No. RFQ 161806022016SWEEPERBROOMS

This Agreement for Sweeper Brooms ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Newt Fogal Sales Company, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 18 day of July, 2016.

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. RFQ 161806022016SWEEPERBROOMS (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

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

3.4 Coordination: Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $40,000.00, 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 $2,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors 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. **Notices.**

10.1 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.

10.2 <u>Representatives</u>.

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:

Newt Fogal Sales Company
c/o Wayne Willbanks
30 South 41st Pl.
Phoenix, AZ 85034
602-275-9634

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 Bill Sterling
6210 W. Myrtle Ave., Suite #111
Glendale, Arizona 85301
623-930-2619

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.

11. 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.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

13. **Term.** 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 one (1) year, 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.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. **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
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

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:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Newt Fogal Sales Company,
an Arizona corporation

By: Wayne Willbanks
Its: President

EXHIBIT A

SWEEPER BROOMS

PROJECT

[See attached]

CITY OF GLENDALE
PUBLIC WORKS
REQUEST FOR QUOTATIONS

RFQ NUMBER:	**RFQ 161806022016SWEEPERBROOMS**
DESCRIPTION:	**SWEEPER BROOMS**
OFFER DUE DATE AND TIME:	**June 8, 2016, AT 2:00 P.M. LOCAL TIME**
SUBMITTAL LOCATION:	**City of Glendale** **SOLID WASTE MANAGEMENT / 17820** **6210 W Myrtle Ave Suite #111** **Glendale, Arizona 85301**

Quotations must be in the actual possession (physically or electronically) of June 8, 2016 on or prior to the time and date, and at the location indicated within the RFQ. If Bidder opts to physically drop off the quote, the following applies. Solid Waste Management is located 6210 W Myrtle Ave Suite # 111 Glendale AZ. 85301. Quotations are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All quotations will be time stamped at the Solid Waste Management Office. Late quotations will not be considered.

If Quotations are submitted in physical form, they must be submitted in a sealed envelope with the RFQ Number and the Bidder's name and address clearly indicated on the envelope. **See Paragraph 2.3 for additional instructions for preparing an offer.**

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this contract:
Scott Givaudan
Solid Waste Management Collections Supervisor
623-930-2710
sgivaudan@glendaleaz.com

GLENDALE	**Solicitation Number: RFQ 161806022016SWEEPERBROOMS SWEEPER BROOMS**	**CITY OF GLENDALE Solid Waste Management 6210 W Myrtle Ave. Suite #111 Glendale, Arizona 85301**

1.0 **SPECIFICATIONS**

1.1 REQUEST FOR QUOTATIONS for **TUBE TYPE MAIN BROOM 58": 58" OAL X 36" OD Approximately 260lbs including fill and core. Disposable Gutter Brooms – 5 segmented brooms per 1 set for Broom Bear Sweepers (.025"x.126x26"-1065steel through .027x125x26" oil tempered wire.)** to the city of Glendale at the prices stated on the second page of this document. **Any quantities listed are estimates only and not guaranteed. Actual usage will vary based on need as determined by the City.**

If you would like to view the equipment prior to submitting the bid, you can make an appointment with Scott Givaudan at Office number 623-930-2710.

BLANKET PURCHASE ORDER BID FOR the Street Sweeper Brooms, 1. Elgin Broom Bear Main Broom and 2. Elgin Broom Bear Gutter Brooms. **At the City of Glendale, Orangewood yard at 6429 W. Orangewood Ave. Glendale AZ. 85301.**

The low bidder will supply **these individual product orders throughout the fiscal years 2016-2017 and 2017-2018. Upon the vendors receiving of the order from the City of Glendale. The vendor will deliver the product by the close of the (3) third business day to the City of Glendale at the Orangewood yard, 6429 W. Orangewood Ave. Glendale AZ. 85301. Which will be agreed upon by the vendor and the City of Glendale) or** on an "as needed" basis. The (Bulk Trash Division) will make verbal releases against the blanket Purchase Order number.

The Blanket Purchase Order Requisition for Fiscal Years July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018 will be for the amount of $45,000.00
Each individual order is not to exceed $3,000.00

1. Elgin Broom Bear Main Broom 32 $_____

TUBE TYPE MAIN BROOM 58": 58" OAL X 36" OD
Approximately 260lbs including fill and core

Steel tube core wound with Virgin Polypropylene: Please circle and or write the type of poly that you are bidding for this blanket purchase order.

Poly: .078" X .115" through .083x120x26" +/- .005 inches
Poly: .083X 120X 26"
Style: Crimped
Color: Red

Total weight Core and Poly: 174lbs approx. through 268lbs approx.

Tube Material to be 14 to 16 gauge sheet steel

The broom strip shall contain two layers of polypropylene mats; mat having a minimum linear density of .50 lbs. / ft.

Cost of Broom with two layers of polypropylene mats. $ 320.00 ea

The broom inside diameter of 8.63" to 8.6" and 35" to 36" outer broom diameter. The overall length shall be 58 inches. Please circle and or write the inside and outer broom diameter that you are bidding for this blanket purchase order.

Broom inside and outer diameters: 58" OAL X 36" OD

Mfg./Model NEW + fogal # ETWB 58

2. Elgin Broom Bear Gutter Broom $ 98.00 ea.

Disposable Gutter Brooms – 5 segmented brooms per 1 set for Broom Bear Sweepers

Polypropylene Segment
Segment size: 17 ½" L x 5" W x 1 ½" D

Wire size: .025"x.126x26"-1065steel through .027x125x26" oil tempered wire.
Wires per hole density can be from 16 wires per hole through 24 wire per hole.
Please circle and or write the Wire per hole that you are bidding for this blanket purchase order.

Wire per hole: 16 Wires .027 X 125 X 26" oil tempered

Tensile Strength: 235,000 to 265,000 psi
Segment weight: 15lbs to 17lbs (including weight of block
5 segments per set

The wire, segment head and the fabrication of these items shall exhibit good workmanship and be free of any defects which will affect appearance or serviceability.

Note: Vendor shall furnish, at no charge to the City, **"O E M Gutter Broom Plates", IN ADDITION DO NOT SUBMIT ANY BIDS THAT HAVE GUTTER BROOM "SPEED PLATES"**. In other words, any approved alternate can be used in conjunction with gutter broom segments.

Mfg./Model NEWT fogal # EPB-5 OIL TEMPERED

GLENDALE	**Solicitation Number: RFQ 161806022016SWEEPERBROOMS SWEEPER BROOMS**	**CITY OF GLENDALE Solid Waste Management 6210 W Myrtle Ave. Suite #111 Glendale, Arizona 85301**

Verbal releases against the blanket Purchase Order number by (Sanitation department (Bulk Trash sweeping broom division).

The Blanket Purchase Order Requisition is for Fiscal Years July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018.

A statement referencing the Purchase Order number is to be submitted monthly to the (Sanitation department/ Commercial and Residential divisions) Field Operations at 6210 W. Myrtle, Suite #111 Glendale, Arizona 85301 Attention: William Sterling. The statement must have attached, signed, dated and priced individual invoices, delivery or pick-up receipts, to cover items received and accepted during the billing period.

Discount / Payment Terms: The City standard is 2% 20 days.

Comply: YES ✓ NO_____

If your answer is NO, please state terms offered: _____

Procurement Card Ordering Capability Please check the appropriate area.

✓ 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.

WAYNE WILLBANKS 6-6-16
Print Name and Date

Wayne Willbanks
Signature

NEWT FOGAL SALES CO.
Company Name

Please return QUOTE via fax (623)-463-2052, mail or e-mail to sgivaudan@glendaleaz.com by ***June 8, 2016*** *to be received no later than 2:00 P.M. MST*
OR
IF YOU CHOOSE NOT TO BID, PLEASE RETURN THIS DOCUMENT WITH ***NO BID CIRCLED*** *WITH YOUR SIGNATURE AND DATE* _____ *via fax*

GLENDALE	**Solicitation Number: RFQ 161806022016SWEEPERBROOMS SWEEPER BROOMS**	**CITY OF GLENDALE Solid Waste Management 6210 W Myrtle Ave. Suite #111 Glendale, Arizona 85301**

*(623)-463-2052, mail or e-mail to sgivaudan@glendaleaz.com by **June 8, 2016** to be received no later than 2:00 P.M. MST*

Scott Givaudan, C.P.M. Solid Waste Management Collections Supervisor
Public Works Department
6210 W Myrtle Avenue, Suite 111
Glendale, AZ. 85301-1700
Office # 623-930-2710
sgivaudan@glendaleaz.com

2.0 SPECIAL TERMS AND CONDITIONS

2.1 **INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, Standard Terms and Conditions, Special Terms and Conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the Standard Terms and Conditions for this solicitation.

2.2 **RETURN OF QUOTATION** Bidders may return quotes electronically to sgivaudan@glendaleaz.com by the time and date stated on the front page.

The Bidder shall complete all sections of the solicitation in the format given (Offer Sheet, Pricing Page and Additional Submission Requirements must be returned) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail."

2.3 **PREPARATION OF QUOTATION PACKAGE** Only the following items shall be completed and returned. Failure to include all the items may result in a quotation being rejected. Quotation packages shall be submitted in the following order:

2.3.1 **OFFER SHEET,** Section 4.0
2.3.2 **PRICING PAGE,** Section 5.0
2.3.3 **ADDITIONAL SUBMISSION REQUIREMENTS,** Section 3.0
2.3.4 **ADDENDUM,** Return all addenda

2.4 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.

2.5 **FOB POINT** Prices quoted shall be FOB destination to:

* 2.6 **TERM OF AGREEMENT** The term of agreement for this Quotation shall be for a period of (One year, etc.)

* 2.7 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement for (One Year) in 1 year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the Contract Administrator of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal. An updated list of events and date will be provided, if requested, at the time of renewal.

2.8 **ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds.

2.9 **PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total Quotation cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

2.10 **INSURANCE** Contract Administrator shall submit request to Risk Management for Insurance requirements.

2.11 **WORKER'S COMPENSATION** Contract Administrator shall submit request to Risk Management for Insurance requirements.

2.12 **REFERENCES** Provide with the Quotation, three (3) letters of reference from companies for whom the Contractor has provided similar products/services in the last twelve months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this Quotation.

2.13 **POST AWARD CONFERENCE** After award of the contract, the Contractor will be required to attend a post award conference.

3.0 SUBMISSION REQUIREMENTS

GLENDALE	**Solicitation Number: RFQ 161806022016SWEEPERBROOMS SWEEPER BROOMS**	**CITY OF GLENDALE Solid Waste Management 6210 W Myrtle Ave. Suite #111 Glendale, Arizona 85301**

4.0 **OFFER SHEET** The 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.

Wayne Williams
Authorized Signature

President
Title

Newt Fogal Sales
Company's Legal Name

Wayne@NewtFogalSales.com
Company Email Address

30 S. 41st Place
Address

Phoenix, AZ. 85034
City, State & Zip code

602-275-9634
Telephone Number

602-275-9635
Fax Number

Wayne@NewtFogalSales.com
Authorized Signer's Email Address

For questions regarding this offer: (If different from above)

Contact Name **Phone Number** **Fax Number**

Contact Email Address

FEDERAL TAXPAYER ID NUMBER: 86-0967190

Tax Rate 8.6%

Proprietorship ☐ Partnership ☐ Corporation ☒

Yes ☐ No ☒

GLENDALE	Solicitation Number: RFQ 161806022016SWEEPERBROOMS SWEEPER BROOMS	CITY OF GLENDALE Solid Waste Management 6210 W Myrtle Ave. Suite #111 Glendale, Arizona 85301

5.0 PRICING PAGE

The quantities referenced in this solicitation are an annual estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not to exceed amount shall include all fees and costs associated with the purchase and shipment of the equipment. Sales tax shall not be included in the Unit Price.

5.1 PRICING STRUCTURE

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXPTENDED PRICE
INSERT YOUR PRICE STRUCTURE HERE	_____	$_____	$_____
INSERT YOUR PRICE STRUCTURE HERE	_____	$_____	$_____
INSERT YOUR PRICE STRUCTURE HERE	_____	$_____	$_____
INSERT YOUR PRICE STRUCTURE HERE	_____	$_____	$_____
		TOTAL PRICE	$See Attachment_____

_____

5.2 **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.

Tax % _____

5.3 **DELIVERY** Bidder states that all items will be delivered 3 calendar days after receipt of purchase order.

COMPANY NAME: NEWT FOGAL SALES

EXHIBIT B

SWEEPER BROOMS

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Amount of compensation is provided in Section 4 of the Agreement and payment terms are provided in Section 5 of the Agreement. Each individual order is not to exceed $3,000.

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 $40,000.

DETAILED PROJECT COMPENSATION

Vendor will provide gutter brooms and main brooms on an as-needed basis for the Sanitation Department at prices and as described in RFQ 161806022016SWEEPERBROOMS .

GLENDALE	**Solicitation Number: RFQ 1618060220 16SWEEPERBROOMS SWEEPER BROOMS**	**CITY OF GLENDALE** **Solid Waste Management** **6210 W Myrtle Ave.** **Suite #111** **Glendale, Arizona 85301**

1.0 **SPECIFICATIONS**

1.1 REQUEST FOR QUOTATIONS for **TUBE TYPE MAIN BROOM 58": 58" OAL X 36" OD Approximately 260lbs including fill and core. Disposable Gutter Brooms – 5 segmented brooms per 1 set for Broom Bear Sweepers (.025"x.126x26"-1065steel through .027x125x26" oil tempered wire.)** to the city of Glendale at the prices stated on the second page of this document. **Any quantities listed are estimates only and not guaranteed. Actual usage will vary based on need as determined by the City.**

If you would like to view the equipment prior to submitting the bid, you can make an appointment with Scott Givaudan at Office number 623-930-2710.

BLANKET PURCHASE ORDER BID FOR the Street Sweeper Brooms, 1. Elgin Broom Bear Main Broom and 2. Elgin Broom Bear Gutter Brooms. **At the City of Glendale, Orangewood yard at 6429 W. Orangewood Ave. Glendale AZ. 85301.**

The low bidder will supply **these individual product orders throughout the fiscal years 2016-2017 and 2017-2018. Upon the vendors receiving of the order from the City of Glendale. The vendor will deliver the product by the close of the (3) third business day to the City of Glendale at the Orangewood yard, 6429 W. Orangewood Ave. Glendale AZ. 85301. Which will be agreed upon by the vendor and the City of Glendale) or** on an "as needed" basis. The (Bulk Trash Division) will make verbal releases against the blanket Purchase Order number.

The Blanket Purchase Order Requisition for Fiscal Years July 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018 will be for the amount of $45,000.00
Each individual order is not to exceed $3,000.00

1. Elgin Broom Bear Main Broom 32 $_____

TUBE TYPE MAIN BROOM 58": 58" OAL X 36" OD
Approximately 260lbs including fill and core

Steel tube core wound with Virgin Polypropylene: Please circle and or write the type of poly that you are bidding for this blanket purchase order.

Poly: .078" X .115" through .083x120x26" +/- .005 inches
Poly: .083X 120X 26"
Style: Crimped
Color: Red

Total weight Core and Poly: 174lbs approx. through 268lbs approx.

Tube Material to be 14 to 16 gauge sheet steel

The broom strip shall contain two layers of polypropylene mats; mat having a minimum linear density of .50 lbs. / ft.

Cost of Broom with two layers of polypropylene mats. $ 320.00 ea

The broom inside diameter of 8.63" to 8.6" and 35" to 36" outer broom diameter. The overall length shall be 58 inches. Please circle and or write the inside and outer broom diameter that you are bidding for this blanket purchase order.

Broom inside and outer diameters: 58" OAL X 36" OD

Mfg./Model NEW + FOGAL # ETWB 58

2. Elgin Broom Bear Gutter Broom $ 98.00 ea.

<u>Disposable Gutter Brooms</u> – 5 segmented brooms per 1 set for Broom Bear Sweepers

Polypropylene Segment
Segment size: 17 ½" L x 5" W x 1 ½" D

Wire size: .025"x.126x26"-1065steel through .027x125x26" oil tempered wire.
Wires per hole density can be from 16 wires per hole through 24 wire per hole.
Please circle and or write the Wire per hole that you are bidding for this blanket purchase order.

Wire per hole: 16 Wires .027 X 125 X 26" oil tempered

Tensile Strength: 235,000 to 265,000 psi
Segment weight: 15lbs to 17lbs (including weight of block
5 segments per set

The wire, segment head and the fabrication of these items shall exhibit good workmanship and be free of any defects which will affect appearance or serviceability.

Note: Vendor shall furnish, at no charge to the City, **"O E M Gutter Broom Plates", IN ADDITION DO NOT SUBMIT ANY BIDS THAT HAVE GUTTER BROOM "SPEED PLATES"**. In other words, any approved alternate can be used in conjunction with gutter broom segments.

Mfg./Model NEWT fogal #EPB-5 OIL TEMPERED

EXHIBIT C

SWEEPER BROOMS

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.