

**CITY CLERK
ORIGINAL**

**C-10182-1
01/05/2016**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WASTEBUILT SOUTHWEST, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 5 day of January, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Wastebuilt Southwest, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 4, 2012, under the S.A.V.E Cooperative Purchasing Agreement, the City of Mesa entered into a contract with Contractor to purchase the goods and services described in the Repair & Refurbish of Metal Bins & Roll-Off Containers Contract, Bid #2012207 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was December 4, 2012, until the date the contract expires on October 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be

extended beyond October 31, 2016. The period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 31, 2016.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty thousand dollars (\$30,000) annually or thirty thousand dollars (\$30,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Bill Sterling
6210 W. Myrtle, Suite 111
Glendale, Arizona 85301
623-930-2619

and

Wastebuilt Southwest, LLC
c/o Brian Gibson
4020 S. 15th Ave.
Phoenix, AZ 85041

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

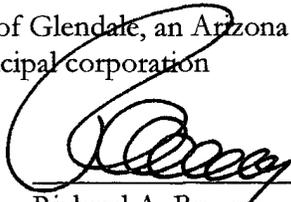
"City"

"Contractor"

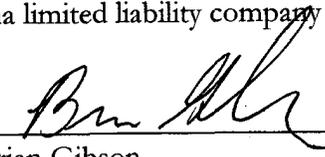
City of Glendale, an Arizona
municipal corporation

Wastebuilt Southwest, LLC,
an Arizona limited liability company

By:


Richard A. Bowers
Acting City Manager

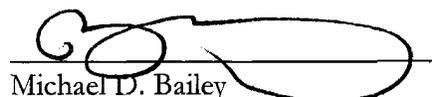
By:


Name: Brian Gibson
Title: President

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WASTEBUILT SOUTHWEST, LLC**

EXHIBIT A

City of Mesa, Repair & Refurbish of Metal Bins & Roll-Off Containers Contract, Bid #2012207



CONTRACT AMENDMENT

Contract Number: 2012207

Contract Title: Repair & Refurbish Metal Bins & Roll-Offs

Amendment Number: 1

Description of Change:

One-year renewal of Repair & Refurbish Metal Bins & Roll-Off Services, renewal contract term valid November 1, 2015 through October 31, 2016.

Current contract amount: \$150,000.00

Change Amount: Increase Decrease No Change.....

New contract amount:

Effective Date of Change: November 1, 2015

Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and that except as amended herein, all provisions of the Contract remain in full force and effect.

Wastebuilt Southwest LLC:

Brian Gibson

Signature

Brian Gibson

Printed Name

10-28-15

Date

602-695-6581

Phone Number

City of Mesa:

Edward Quedenus

Signature

Edward Quedenus

City Manager Designee

11/24/15

Date

Mail Completed Amendment to:

Attn: _____

Address: _____

Compliance with Federal & State Laws

By signing, the Vendor certifies that:

COMPLIANCE WITH FEDERAL AND STATE LAWS

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

Accepted and Agreed to:

Company Name: Wastebuilt SW

Signature: Brian Gibson

Printed Name: Brian Gibson

Title: Managing Director

Date: 10-28-15

Contract #2012207: Repair & Refurbish Metal Bins & Roll-Offs

Return to: Cyndi.Gonzales@mesaaz.gov



TO All Bidders Receiving Request for Bid # 2012207
Repair & Refurbish of Metal Bins & Roll-Off Containers

FROM Eileen Williams, Buyer *EW*

DATE September 5, 2012

SUBJECT Addendum # 1 – Clarification to Questions Received, Lid Specifications

All bidders are hereby notified that the bid for repair and refurbish of metal bins and roll-off containers has been revised by this addendum

Listed below are several questions received and responses from City of Mesa staff

- 1 Please provide specifications on casters for front load bins
Answer: 6" x 2" rubber mold-on steel or rubber mold-on cast iron, swivel casters, standard top plate, 7 1/2" height This is the industry standard for solid waste front load bin casters
- 2 Who will determine what needs to be done to each container?
Answer: Solid Waste Foreman

When?
Answer: Before the front load bins and or roll-off boxes are picked up
- 3 Please provide lid specifications on front load bins
Answer: The type of bin lids is to be approved by the Solid Waste Foreman Dura Flex model UV3658S and PRT model 3658 front load "D" lids are examples of approved lids Attached are some basic front load bin lid specifications
- 4 Page 23 Pricing and Compensation Page #5 on Front Load Bins- "Weld metal sleeves"-Please define scope for this line item Is this to fabricate all new sleeves or is this possibly a duplicate of # 3 on the same page
Answer: Front load bins have metal sleeves welded to the sides of the bin Over time the welds holding these sleeves to the bin tends to crack and then the sleeve will separate from the bin #5 is to simply weld the existing sleeve back into place
- 5 Page 24 Pricing and Compensation Page #7 on Front Load Bins- "weld holes in metal surface" - Please define scope of work Is this to cover any holes with new sheet metal that is larger than the hole and weld into place?
Answer: Bins and or roll-off boxes tend to get small gouges or holes in them This is to repair holes in bins and or roll-off boxes that are 1" or smaller in size Something that can be filled in with the welder without using additional sheet metal

- 6 Are we able to go view existing damaged bins, or undamaged, to review samples of the existing situations we would be bidding?

Answer: Yes, please contact the Solid Waste Foreman to set up a meeting time, Jim Lloyd, 480-644-2690 Front load bins and roll-off boxes are located at the Solid Waste Center Street facility, 2412 N Center Street, Mesa

All other terms and conditions remain the same Bidders are reminded that sealed bids are due in the Purchasing office no later than 3 00 pm local time on September 12, 2012

Please contact Eileen Williams, Buyer, with any questions you may have regarding this addendum

Attachment (1)

- c Patrick Murphy
- Tara Acuna
- Shen Bradley

36" x 58" Refuse Container Lid Specifications
Front Load Bins

Lids shall measure approximately 36" x 58"

Lids shall be comprised of HDPE material and be 100% recyclable

Lids shall be manufactured using the blow molding process

Lids may have double wall construction or be single wall construction with the outer perimeter, including the hinge line, a double wall construction

The outer perimeter shall be enclosed for added structural stability as well as the elimination of water collection

Lids must have a minimum wall thickness of 0.125"

Lids must be stackable, with the ability to stack (120) pieces per skid for easy storage and shipping efficiency

Lids shall weight a minimum of 13 pounds

Lids shall be of a configuration that they will not warp, bend, slump, or distort to an extent that it no longer fits the container or becomes otherwise unserviceable

Lids shall be fully (100%) warranted for a period of five (5) years against defects, including but not limited to cracking, peeling, distortion, failures at attachment point for lids or hinges, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer, and lowered ultraviolet resistance to aging in the process of normal operational use

Container lids replaced under the provisions of the warranty shall be completed by the seller upon notice by the City

Failure by the seller to replace defective lids within thirty (30) calendar days after notice from the City, shall be deemed breach of contract

Each lid shall have molded into it the month and year manufactured, and a manufacturer material identification code

Hinge hole inside diameter shall be 0.625" to 1.00" and be located 57 1/2" to 58" from the edge of the lid to the center of the hinge hole

ADDENDUM #1 DOWNLOADS 9/5/2012

Company Name	Contact Person	Contact Telephone	E Mail Address	Bid Title	Bid Number Being Downloaded
A Quality HVAC	Clint	602-761-0543	clint@aqualityhvac.org	Repair	2012207
Action Container Solutions	Brian Gibson	602-278-0512	brian@acscompaction.com	Repair	2012207
Anco Sanitation	Chuck Wagner	602-470-2626	ancowagner@qwestoffice.net	Repair	2012207
Arizona Correctional Industries	Fred Siegel	602-272-7600	fsiegel@azcorrections.gov	Repair	2012207
bidocean	eric johnson	970-347-4411	eric@bidocean.com	Repair	2012207
BNG Containers	Brad Frisk	928-499-0630	bngfrisk@cox.net	Repair	2012207
Consolidated Fabricators Corp.	Barbara Ross	(818) 901-1005	inquire@con-fab.com	Repair	2012207
Continental Commercial Products	Eric Gray	314-739-8585 x459	egray@contico.com	Repair	2012207
Creative Custom Products	Sam Gupta	602 353 1112	sam@ccpaz.com	Repair	2012207
Durus Industrial	Patrick Nabet	602-237-8800	pnabet@durusindustrial.com	Repair	2012207
Environmental Equipment Services	Scott Lange	602-268-1776	eescompactors@yahoo.com	Repair	2012207
EZ Services	Rob Ryan	4803134021	ezservicesaz@gmail.com	Repair	2012207
Hambicki's Truck and Container Sales, Inc.	Daren Baldwin	602-268-8708	daren@hambickistruck.com	Repair	2012207
Hernandez Companies, Inc	Chris Hernandez	6	chernandez@hernandezcompanies.com	Repair	2012207
Mcgraw Hill Construction	nabarun Sarkar	1234567890	nabarun_sarkar@mcgraw-hill.com	Repair	2012207
metalone llc	Rodrigo Aguilar	602- 757 - 3675	metalone@ymail.com	Repair	2012207
Michael's Construction, INC	Michael Dott	7752372346	michaeldott@hotmail.com	Repair	2012207
MRCS	Greg Hambicki	480-226-	ghambicki@hotmail.com	Repair	2012207

Company Name	Contact Person	Contact Telephone	E Mail Address	Bid Title	Bid Number Being Downloaded
		6228			
ONVIA, INC	SOURCE MANAGEMENT	206-373-9500	SOURCEMGMT@ONVIA.NET	Repair	2012207
Rk sanders inc	Sherrie Reynolds	801-879-8099	Sherriereynolds@msn.com	Repair	2012207
RK Sanders Inc	Bob Sanders	602-233-0808	bobs@rksandersinc.com	Repair	2012207
S&S STEEL SERVICES	stan schepers	480-461-8730 602-499-0505	stanthesteelman@gmail.com	Repair	2012207
Technology Plastics	Russell Aburto	1-88-611-3333	russell@technologyplastics.com	Repair	2012207
TRC Marketing	Sonia Nunn	303-373-1940	sonia@trcmarketinginc.com	Repair	2012207
TRC Marketing Inc.	Mark Jensen	602-618-1749	jensen@trcmarketinginc.com	Repair	2012207



INVITATION FOR BIDS # 2012207
Repair & Refurbish of Metal Bins & Roll-Off Containers

August 27, 2012

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, September 12, 2012** to provide **Repair & Refurbish of Metal Bins & Roll-Off Containers**

Brief Description: The intent of this Invitation for Bid is to establish one or more term contracts for the Repair and Refurbish of Metal Bins and Roll-Off Containers for the City of Mesa Solid Waste Department. We believe that the cost to repair and refurbish these items should be significantly less than the cost of purchasing new items, resulting in substantial cost savings.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted

Bid packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees

General or Process Questions:

Clayton Campbell
Buyer Aide
Purchasing
(480) 644-2655 Fax
Clayton.Campbell@mesaaz.gov

Technical Questions:

Eileen Williams
Buyer
Purchasing
(480) 644-2655 Fax
Eileen.Williams@MesaAz.gov

STANDARD TERMS AND CONDITIONS

- S 1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor
- S 2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein
- S 3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement
- S 4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns
- S 5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties
- S 6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement
- S 7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor
- S 8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement
- S 9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance
 - b **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties
 - c **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States

STANDARD TERMS AND CONDITIONS

- (i) Under the provisions of A R S § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A R S § 23-214(A) (hereinafter "Contractor Immigration Warranty")
 - (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City
 - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty Contractor agrees to assist the City in regard to any such inspections
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty Contractor agrees to assist the City in regard to any random verification performed
 - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A R S § 23-214 (A)
- d **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U S Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U S C § 12101 et seq) and applicable rules in performance under this Agreement
- e **State Sponsors of Terrorism Prohibition.** Per A R S §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City
- f **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A R S §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran
- S 10 **SALES/USE TAX, OTHER TAXES.**
- a Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required
 - b The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request The City is not exempt from State and local sales/use taxes
- S 11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City
- S 12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A R S § 39-121 et seq) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process

STANDARD TERMS AND CONDITIONS

- S 13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S 14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S 15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons (i) to determine when security clearance of Contractor Personnel is required, (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel, and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S 16 **DEFAULT.**
- a A party shall be in default if that party
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement,
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days,
 - (iii) Conducts business in an unethical or illegal manner, or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement
 - b Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S 17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default
- a The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
 - b The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor, (iii) collection against the proposal and/or performance security, if any, (iv) collection against liquidated damages (if applicable), or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
 - c The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d Neither party shall be liable for incidental, special, or consequential damages.

STANDARD TERMS AND CONDITIONS

- S 18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement
- S 19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice
- S 20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A R S § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor
- S 21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date
- S 22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice
- S 23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies
- S 24 **INDEMNIFICATION/LIABILITY.**
- a Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from (i) the Services provided by Contractor Personnel under this Agreement, (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel, and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement
 - b Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification
 - c The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services
- S 25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction

STANDARD TERMS AND CONDITIONS

Unless otherwise agreed, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications

- S 26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery
- S 27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs
- S 28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City
- S 29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City
- S 30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City
- S 31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed
- S 32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder
- S 33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees
- S 34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties
- S 35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor

STANDARD TERMS AND CONDITIONS

hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing, or (b) procure for the City the right to continue to use the item, or (c) substitute for the infringing item other item(s) having at least equivalent capability, or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services

S 36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S 37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

S 38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

S 39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S 40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered, (ii) sent via certified or registered mail, postage prepaid, (iii) sent via overnight courier, or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

STANDARD TERMS AND CONDITIONS

- S 41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S 42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S 43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S 44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S 45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

1 **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.

2 **PROJECT GOAL.** The intent of this Invitation for Bid is to establish one or more term contracts for Repairing and Refurbishing of Metal Bins and Roll-Off Containers for the City of Mesa Solid Waste Department. We believe that the cost to repair and refurbish these items should be significantly less than the cost of purchasing new items, resulting in substantial cost savings.

3 **BACKGROUND.** The City of Mesa Solid Waste Department utilizes metal front loading bins and metal roll-off containers to service commercial and residential customers. During the life cycle of these items they become damaged due to normal usage, wear and tear.

The City utilizes metal front load bins which are serviced via automated collection trucks. In this type of collection system the volume of solid waste collected is greatly increased compared to collection by hand. This translates to increased customer service and makes solid waste collection more efficient and less costly. The City owns approximately five-thousand (5,000) metal front load bins and approximately two-hundred five (205) per year will need to be repaired and/or refurbished and placed back into service.

The City owns approximately three-hundred (300) Roll-Off containers ranging in size from fifteen (15) cubic yards to forty (40) cubic yards. Approximately ten (10) roll-off containers per year will need to be repaired and/or refurbished and placed back into service.

All quantities listed are estimates only and not guaranteed. Actual usage will vary based on need as determined by the City.

4 **SCOPE OF WORK.**

Contractor shall

Provide all labor, supervision, tools, materials, equipment, supplies and transportation necessary to refurbish and/or repair all items as noted in this bid.

Be in compliance with all rules and regulations in order to be able to complete the proposed scope of services. This includes but is not limited to having a current valid welding certification, and painting permit if applicable, as required by commercial State of Arizona Registrar of Contractors. Contractor shall include a copy with their bid.

Pick-up and deliver all items needing to be repaired or refurbished to the following address:

City of Mesa Solid Waste Department
Support Services Yard
2412 North Center Street
Mesa, AZ 85201

5 **METAL FRONT LOAD BINS.**

All quantities listed are estimates only and not guaranteed. Actual usage will vary based on need as determined by the City.

Description	Size (W x D x H)	Approximate Quantity Requiring Repairs Per Year
2 cubic yd.	70"x 34"x 45"	1
3 cubic yd.	70"x 42"x 55"	1
4 cubic yd.	70"x 50"x 60"	5
6 cubic yd.	70"x 68"x 70"	150 each
8 cubic yd.	70"x 82"x 75"	50 each

DETAILED SPECIFICATIONS

Repair Specifications

All bins have various issues which must be repaired to full working order intended for Solid Waste collections

- a Each bin must be cleaned inside and out
 - i The outside must be prepared for painting by, sanding and/or sandblasting the surface to remove any loose debris, stickers or other foreign items
 - ii The inside must be prepared for painting by removing any loose debris from the surface
- b The bins must be painted (both internal and external) with high quality enamel paint. The paint color is to be Frazee Hi-Tech "Dumpster" Blue, "Magnet" Gray or White or equivalent as directed and approved by the City of Mesa before painting begins. All paint must have guaranteed color retention for a minimum of five (5) years. All workmanship and additional materials must be guaranteed for a minimum of one (1) year.
- c Sheet Metal replacement should be made utilizing as large sheets as possible to minimize seams
- d Prior to painting repair and/or weld all metal sleeves and doors on front load bins. All welding repairs on the inside surface of the containers should have minimal seams and must be ground down to provide a smooth surface
- e Replacement of an entire bin bottom must be made to the City of Mesa specifications
 - i This would include cutting 6 inches off of the bottom of the container, fabricating a new container bottom and installing the bottom onto the container, leaving a gap of about 4 inches between the bottom edge of the old container and the new container floor
 - ii The new bottom of each container is to be made out of 12 gauge steel. The sides, front and rear of the new bottom are to be 6 inches tall and be made out of 12 gauge steel
 - iii On the underside of the new bottom 2 – 3 inch x 3/16 inch pieces of channel are to be installed 18 inches from each container side, running from the front of the container to the back of the container. The ends of the channel are to be flush with the front and rear edges of the container. 4 – 3 inch x 6 inch caps are to be welded over the ends of the channel extending up onto the front and rear sides of the container
- f All broken, ripped or warped plastic lids must be replaced with new lids of a like design approved by the City of Mesa Solid Waste Department
- g The hinge rods, washers, nuts and casters must be replaced with new products whenever lids are repaired or replaced
- h The ear tabs holding the hinge rods must be straightened, repaired/replaced and welded before painting
- i Up to 30% of the bins may contain locking lid mechanisms. These mechanisms must be repaired or replaced to return them to original working condition

DETAILED SPECIFICATIONS

- j Apply (supplied) City of Mesa insignias and decals, if applicable
- k The bins may only be removed by an appointment coordinated with the Support Services staff or a Solid Waste Foreman
- l After the bins have been refurbished and repainted the vendor must deliver the completed items to the same location where they were originally picked up Delivery of the bins must be coordinated with Support Services or a Solid Waste Foreman with a minimum of 48 hour notice before any delivery
- m All work must be completed and the bins delivered back to the Support Services Center Street facility within fourteen (14) calendar days of pick-up of each bin

6 ROLL-OFF CONTAINERS.

All quantities listed are estimates only and not guaranteed Actual usage will vary based on need as determined by the City

Description	Size (W x D x H)	Approximate Quantity Requiring Repairs Per Year
15 cubic yd.	93"x 190"x 42"	1 each
20 cubic yd.	93"x 275"x 42"	4 each
30 cubic yd.	93"x 275"x 62"	3 each
40 cubic yd.	93"x 275"x 84"	3 each

Repair specifications

All roll off boxes have various issues which must be repaired to full working order for Solid Waste collections

- a Each roll off container must be cleaned inside and out
 - i The outside must be prepared for painting by, sanding and/or sandblasting the surface to remove any loose debris, stickers or other foreign items
 - ii The inside must be prepared for painting by removing any loose debris from the surface
- b The containers must be painted (both internal and external) with high quality enamel paint The paint color is to be Frazee "Magnet" Gray, White or "Granny Smith" green or equivalent as directed and approved by the City of Mesa before painting begins All paint must have guaranteed color retention for a minimum of five (5) years All workmanship and additional materials must be guaranteed for a minimum of one (1) year
- c Prior to painting repair and/or weld all metal doors, rail rollers, rail pins on roll off containers All welding repairs on the inside surface of roll off containers should have minimal seams and must be ground down to provide a smooth surface All seams in the floor must be parallel with the length of the roll off box (front to back) All zerk fittings will be replaced (when applicable)
- d Apply (supplied) City of Mesa insignias and decals, if applicable

DETAILED SPECIFICATIONS

- e The containers may only be removed by an appointment coordinated with the Support Services staff or Solid Waste Foreman
- f After the containers have been refurbished and repainted the contractor must deliver the completed items to the same location where they were originally picked up. Delivery of the containers must be coordinated with Support Services staff or Solid Waste Foreman with a minimum of 48 hour notice before any delivery
- g All work must be completed and the boxes delivered back to the Support Services Center Street facility within fourteen (14) calendar days of pick-up of each item

7 LIQUIDATED DAMAGES/PERFORMANCE GUARANTEES

The City's expectation is that the repair and refurbishing services performed by the Contractor will result in fully functional, correctly repaired and/or refurbished front loading bins and roll-off containers. If any task/item is omitted or not satisfactorily completed, public safety and customer service are compromised.

If the contractor fails to deliver correctly repaired and/or refurbished metal front loading bins or roll-off containers, including unloading and storage placement, within the time required in these specifications, or any extension thereof, the contractor and City agree upon the following schedule of liquidated damages to be deducted from monies due, or to become due to the contractor. These sums are fixed and agreed upon, not as a penalty, but because the parties agree that the actual loss to the City and to the public caused by the omission of work or substandard performance is impractical and extremely difficult to ascertain.

LIQUIDATED DAMAGES TABLE

SITUATION	AMOUNT TO BE DEDUCTED
Failure to deliver correctly repaired and/or refurbished items within fourteen (14) days of pick-up	\$10 per item, per calendar day

8 INSURANCE REQUIREMENTS.

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

DETAILED SPECIFICATIONS

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

MILESTONES

1 **BEGINNING AND END DATE OF INITIAL TERM.** 11/01/2012 through 10/31/2015

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution

2 **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract

3 **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration

1 Two-Year renewal possible at the City's option

4 **PRICES.** All pricing shall be firm for the initial term of 3 years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions

During the 60- day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing, such response and approval shall not be unreasonably withheld

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WASTEBUILT SOUTHWEST, LLC**

EXHIBIT B
Award and Rate Sheet

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents
- c) It has no known, undisclosed conflicts of interest
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A R S §39-121 et seq) or other applicable law, subpoena, or other judicial process, provided that Mesa agrees not to change or delete any copyright or proprietary notices
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A R S §23-214(A) (hereinafter "Contractor Immigration Warranty")
- h) Under the provisions of A R S §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City
- i) Under the provision of A R S §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City
- k) It is current in all obligations due to the City
- l) It will accept such terms and conditions in a resulting contract if awarded by the City
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein

ACCEPTED AND AGREED TO:

Company Name Active Container Solutions
Signature [Signature]
Printed Name Brian Gibson
Title President
Date 9-10-12

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2012207**.

* Term (if different than stated in the Milestones) 11/1/12 through 10/31/15

Awarded this 4th day of December, 2012

[Signature]
Edward Quedens, CPPC, CPM
As Business Services Director

VENDOR INFORMATION

Company Legal/Corporate Name Action Container Solutions

Doing Business As (if different than above) _____

Address: 4020 S. 15TH AVE

City Phoenix State AZ Zip 85041

Phone 602-278-0512 Fax 602-278-0496

E-Mail Address brian@acscompaction.com Website www.theacscompanies.com

Taxpayer Identification Number 75-3070658 DUNS # 07-832-0091

Remit to Address (if different than above)

Order from Address (if different from above)

Address P.O. Box 90578

Address _____

City Phoenix State AZ Zip 85066

City _____ State _____ Zip _____

Contact for Questions about this bid:

Name Brian Gibson

Fax 602-278-0496

Phone 602-278-0512

E-Mail Address brian@acscompaction.com

Day-to-Day Project Contact (if awarded)

Name Brian Gibson

Fax 602-278-0496

Phone 602-278-0512

E-Mail Address brian@acscompaction.com

Sales/Use Tax Information (check one)

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number _____

City Sales Tax Number _____

City of _____, AZ

Sales Tax Rate _____

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number _____

City Sales Tax Number _____

City of _____, AZ

Sales Tax Rate 1

Certified Small Business Certifying Agency _____

Certified Minority, Woman or

Disadvantaged Business Enterprise Certifying Agency _____

ORIGINAL

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Repairing & Refurbishing of Metal Bins & Roll-Off Containers to the City of Mesa at the price(s) stated below

All quantities listed are estimates only and not guaranteed. Actual usage will vary based on need as determined by the City.

Vendors must bid on all items in a group in order to be considered for award of a group.

Group A - Front Load Bin Repairs

Item No.	Itemized Repair	Per each 2 cubic yd 70"x34"x45"	Per each 3 cubic yd 70"x42"x55"	Per each 4 cubic yd 70"x60"x60"	Per each 6 cubic yd 70"x68"x70"	Per each 8 cubic yd 70"x82"x75"	Sub-Total
1	Cleaning interior and exterior 00521	\$ 20	\$ 20	\$ 25	\$ 30	\$ 30	\$ 125
2	Sanding and/or sandblasting	\$ 15	\$ 15	\$ 20	\$ 20	\$ 25	\$ 95
3	Repair and/or weld all metal sleeves & doors	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 75
4	Painted with enamel paint (both interior and exterior)	\$ 40	\$ 65	\$ 70	\$ 75	\$ 80	\$ 350
5	Weld metal sleeves	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 75
6	Weld separated seams	\$ 10	\$ 10	\$ 10	\$ 15	\$ 15	\$ 60

Vendor Name Active Container Solutions

Date 9-10-12

PRICING AND COMPENSATION

Item No.	Itemized Repair	Per each 2 cubic yd 70"x34"x45"	Per each 3 cubic yd 70"x42"x55"	Per each 4 cubic yd 70"x50"x60"	Per each 6 cubic yd 70"x68"x70"	Per each 8 cubic yd 70"x82"x75"	Sub-Total
7	Weld holes in metal surface	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 50
8	Replace plastic lids	24/LID	24/LID	28/LID	28/LID	28/LID	\$ 132.00
9	Replace rods, washers and nuts	8	8	8	8	8	\$ 40.00
10	Replace casters	15 EA					
10a	1 each caster	15	15	15	15	15	\$ 75
10b	2 each casters	30	30	30	30	30	\$ 150
10c	3 each casters	45	45	45	45	45	\$ 225
10d	4 each casters	60	60	60	60	60	\$ 300

Vendor Name Achieve Container Solutions

Date 9-10-12

PRICING AND COMPENSATION

Item No.	Itemized Repair	Per each 2 cubic yd 70"x34"x45"	Per each 3 cubic yd 70"x42"x55"	Per each 4 cubic yd 70"x50"x60"	Per each 6 cubic yd 70"x68"x70"	Per each 8 cubic yd 70"x82"x75"	Sub-Total	
11	10057 Repair ear tabs (2) holding hinge rods	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 75	
12	10057 Repair locking lid mechanisms	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 125	
13	10057 Replace locking lid mechanisms	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 325	
14	7161 Entire panel replacement	\$ 150	\$ 170	\$ 200	\$ 220	\$ 240	\$ 980	
15	7177 Replacement of entire bin bottom	\$ 210	\$ 240	\$ 260	\$ 290	\$ 300	\$ 1300	
16	7177 Apply (supplied) City of Mesa insignias and decals	\$ 10	\$ 10	\$ 10	\$ 15	\$ 15	\$ 60	
Grand Total Items #1 through #16							\$	\$ 4617

✓

Vendor Name Active Container Solutions

Date 9-10-12

PRICING AND COMPENSATION

All quantities listed are estimates only and not guaranteed. Actual usage will vary based on need as determined by the City.
 Vendors must bid on all items in a group in order to be considered for award of a group.

Group B - Roll Off Container Repairs

Item No.	Itemized Repair	Per each 15 cubic yd 93"x190"x42"	Per each 20 cubic yd 93"x275"x42"	Per each 30 cubic yd 93"x275"x62"	Per each 40 cubic yd 93"x275"x84"	Sub-Total
17	Cleaning interior and exterior	\$ 125	\$ 135	\$ 145	\$ 160	\$ 565
18	Media blasting	\$ 340	\$ 370	\$ 400	\$ 435	\$ 1545
19	Painted with enamel paint, interior and exterior surfaces (color to be determined by City)	\$ 250	\$ 250	\$ 300	\$ 350	\$ 1150
20	Replace zerk fittings when applicable	\$ 5/EA	\$ 5/EA	\$ 5/EA	\$ 5/EA	\$ 20
21	Weld metal sleeves	\$ N/A	\$	\$	\$	\$
22	Weld separated seams	\$ 20	\$ 20	\$ 20	\$ 20	\$ 80
23	Weld holes in metal surface	\$ 20	\$ 20	\$ 20	\$ 20	\$ 80
24	Repair doors	\$ 165	\$ 165	\$ 165	\$ 165	\$ 660

Vendor Name Active Container Solutions Date 9-10-12

PRICING AND COMPENSATION

Item No.	Itemized Repair	Per each 15 cubic yd 93"x190"x42"	Per each 20 cubic yd 93"x275"x42"	Per each 30 cubic yd 93"x275"x62"	Per each 40 cubic yd 93"x275"x84"	Sub-Total
25	10057 Replace pins	\$ 15/pin	\$ 15/pin	\$ 15/pin	\$ 15/pin	\$ 60
26	10057 Replace lids and/or hinges (where applicable)	\$ 50/Hinge	\$	\$	\$	\$ 200
27	10057 Replace Rollers					
27a	10057 1 each roller	\$ 100	\$ 100	\$ 100	\$ 100	\$ 400
27b	10057 2 each rollers	\$ 200	\$ 200	\$ 200	\$ 200	\$ 800
27c	10057 3 each rollers	\$ 275	\$ 275	\$ 275	\$ 275	\$ 1100
27c	10057 4 each rollers	\$ 370	\$ 370	\$ 370	\$ 370	\$ 1480
28	10057 Entire panel replacement	\$ 600	\$ 750	\$ 850	\$ 940	\$ 3140
29	10057 Apply (supplied) City of Mesa insignias and decals	\$ 30	\$ 30	\$ 30	\$ 30	\$ 120
Grand Total Items # 17 through #29						\$ 14,400

✓

Vendor Name Action Container Solutions Date 9-10-12

8/27/2012 IFB # 2012207

PRICING AND COMPENSATION

GROUP C - OPTIONAL RATES FOR RELATED SERVICES NOT LISTED ABOVE

Item No.	Description of service	Hourly Rate
30	SHOP LABOR	\$ 80
31		\$
32		\$

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have a 1.75% removed from the taxable item(s) for the purpose of award evaluation (1.25)

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs. No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met Yes No

If no, specify number of days for delivery _____ **14 DAYS AFTER RECEIPT OF APPROVAL TO PROCEED**

Payment terms (not less than net 30 days) 30

Prompt Payment Discount of 0 % if invoices are paid within 0 days of receipt

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S 3.1? Yes No (A "no" answer will not disqualify your bid)

Will you allow payment of invoices using a Procurement Card? Yes No

Discount for Procurement Card Purchases? 0 %

Bidder complies with S 9 "Compliance With Applicable Law"? Yes No

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see 1.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1

Addenda #2 _____

Vendor Name Action Container Solutions

Date 9-10-12

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

* Lids are only warranty under defect, will not warranty under normal wear and tear and abuse.

* PAINT CANNOT BE WARRANTED AGAINST FADING AS CERTAIN COLORS WILL FADE QUICKER THAN OTHERS IN ARIZONA'S EXTREME HEAT & SUN CONDITIONS

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
- Confidential/Proprietary materials included Bidders should identify below any portion of their bid deemed confidential or proprietary (see S 12) Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure Requests to deem the entire bid as confidential will not be considered

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
- Additional Materials attached (describe--attach additional pages if needed)

Vendor Name Action Container Solutions Date 9-10-12

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) LLC, Corporation or Partnership as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) Individual or Sole Proprietor as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section 10 of the Instructions)

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1 **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license _____
- 2 **Arizona non-operating identification license.**
Print first 4 numbers/letters _____
- 3 **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth _____ Place of birth _____
- 4 **United States Certificate of Birth abroad.**
Year of birth _____ Place of birth _____
- 5 **United States passport.**
Print first 4 numbers/letters on Passport _____
- 6 **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport _____
Print first 4 numbers/letters on Visa _____
- 7 **I-94 form with a photograph.**
Print first 4 numbers on I-94 _____
- 8 **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD _____
- 9 **Refugee travel document.**
Date of Issuance _____ Refugee Country _____
- 10 **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg No _____
- 11 **United States Certificate of Citizenship.**
Date of Issuance _____ Place of Issuance _____
- 12 **Tribal Certificate of Indian Blood.**
Date of Issuance _____ Name of Tribe _____
- 13 **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth _____ Place of Birth _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Brian Gibson
Signature

Brian Gibson
Print Name

9-10-12
Date

Action Container Solutions
Business/Company Name

Verification of Attachment by City Staff Member.
[Signature] _____
Signature Date

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WASTEBUILT SOUTHWEST, LLC**

EXHIBIT C
Scope of Work

PROJECT

Installation of front load bin floors on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WASTEBUILT SOUTHWEST, LLC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the Agreement. The amount of compensation, including installation of products and services, is provided in the rate sheet and award pursuant to City of Mesa, Repair and Refurbishment of Metal Bins and Roll-Off Containers #2012207.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$30,000 annually or \$30,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Installation of front load bin floors, on an as needed basis.

Per each Replace 6 cubic yd 70" x 68" x 70" bin floor \$290.00

Per each Replace 8 cubic yd 70" x 82" x 75" bin floor \$300.00