

**CITY CLERK
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**C-10522
12/08/2015**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROTATIONAL MOLDING INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 8th day of December, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Rotational Molding Inc., a California corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On November 20, 2012, under the S.A.V.E Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the 300 Gallon Automated Refuse Containers, Contract No. 130609 ("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 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 November 20, 2012, until the date the contract expires on November 19, 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 November 19, 2017. The initial period of this Agreement, therefore, is the period

from the Effective Date of this Agreement until November 19, 2016. The City Manager or designee, however, may renew the term of this Agreement for a one (1)-year period until the Cooperative Purchasing Agreement expires on November 19, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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 sixty five thousand dollars (\$65,000) annually or one hundred thirty thousand dollars (\$130,000) 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 Ave, Suite # 111
Glendale, Arizona 85301
623-930-2619
and

Rotational Molding Inc.
c/o Mario Poma, President / CEO
17022 S Figueroa Street
Gardena, CA. 90248
310-327-5401

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

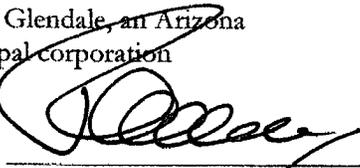
"City"

"Contractor"

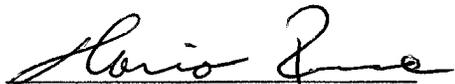
City of Glendale, an Arizona
municipal corporation

Rotational Molding Inc.,
a California corporation

By:


Richard A. Bowers
Acting City Manager

By:

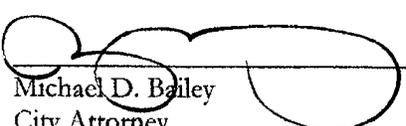

Name: Mario Poma
Title: President/CEO

ATTEST:


Pamela Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROTATIONAL MOLDING INC.**

EXHIBIT A

City of Tucson - 300 Gallon Automated Refuse Containers, Contract No. 130609

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4123
 ISSUE DATE: SEPTEMBER 8, 2015

CONTRACT NO.: 130609-01
 CONTRACT AMENDMENT NO.: SIX (6)
 PAGE 1 of 3
 CQ
 CONTRACT OFFICER: JEFFREY WHITING

THIS CONTRACT IS AMENDED AS FOLLOWS:

300 GALLON AUTOMATED REFUSE CONTAINERS

1. Pursuant to Contract No. 130609, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 20, 2015 through November 19, 2016.

2. In accordance with the Contracts Price Page, the following item is hereby add:

5. 300-gallon plastic automated refuse container, blue, without lid, per specifications, including delivery
\$186.90 ea.

3. Paragraph of the Special Terms and Conditions section is hereby replaced with the following paragraph:

INSURANCE: The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability: Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability Each Occurrence General Aggregate Per Project Products & Completed Operations Aggregate Personal and Advertising Injury Blanket Contractual Liability	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 \$1,000,000
II. Commercial Automobile Liability Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)** Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit	Statutory \$1,000,000 \$1,000,000 \$1,000,000

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4123
ISSUE DATE: SEPTEMBER 8, 2015

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PAGE 2 of 3
CQ
CONTRACT OFFICER: JEFFREY WHITING

*: Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: All policies shall include, or be endorsed to include, the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

4. Paragraph 20 of the Standard Terms and Conditions section is hereby replaced in its entirety with the following paragraph:

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell 9-23-15
Signature Date

DOUGLAS W. RUSSELL, CFO
Typed Name and Title

ROTATIONAL MOLDING, INC
Company Name

17022 S. FIVEROLA STREET
Address

DOUG. RUSSELL@ROTATIONALMOLDING.COM
Email Address

GARDENA CA 90248
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 24th DAY OF September 2015, AT TUCSON, ARIZONA. *

Nathan Saor
As Director of Procurement and not personally

EProc. 11-20-12 to 11-19-13
11-20-13 to 11-19-14
may to 11-19-17

SPECIAL TERMS AND CONDITIONS

1. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location(s) designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

Contractor shall be responsible for all off-loading and assembly of 300 gallon refuse containers with lids, at the delivery location(s) designated by the City of Tucson.

2. **RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

3. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

4. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.



**Contract #130609-01
300 Gallon Automated Refuse
Containers**

Rotational Molding, Inc.

**DESIGN & CONSTRUCTION SERVICES, SERVICE CONTRACTING, PURCHASING,
STORES, REPROGRAPHICS, MAIL SERVICES, ADMINISTRATION
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonaz.gov**

CITY OF TUCSON

INVITATION FOR BID

INVITATION FOR BID NUMBER: 130609

BID DUE DATE: AUGUST 20, 2012, AT 4:00 P.M. LOCAL AZ TIME

BID SUBMITTAL LOCATION: DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR LOBBY, TUCSON, AZ 85701

MATERIAL OR SERVICE: 300 GALLON AUTOMATED REFUSE CONTAINERS

PRE-BID CONFERENCE DATE: AUGUST 10, 2012
TIME: 1:00 P.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: KYLE PASEWARK
TELEPHONE NUMBER: (520) 837-4103
Kyle.Pasewark@tucsonaz.gov

A copy of the solicitation and any possible amendments may be downloaded from the City of Tucson Procurement Department website at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. ~~The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.~~

Competitive sealed bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited. Bids received by the correct time and date shall be publicly recorded. Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid number and the bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

A preliminary bid tabulation will be posted on the Department of Procurement's website at <http://www.tucsonprocurement.com/> within 2 business days, after bid opening. A final bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date. Bidders without Internet access may request a copy of the bid tabulation by contacting the Department of Procurement at (520) 791-4217.

ALERT

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and westbound Congress Street will be closed from Toole Avenue to Church Street until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at <http://www.tucsonstreetcar.com/> or call 520-624-5656.

KP/sd

ISSUE DATE: JULY 30, 2012

THIS BID IS OFFERED BY: Rotational Molding Inc

SPECIFICATIONS

1.0 GENERAL

1.1 This purchase specification establishes the requirements for three hundred- (300) gallon, per ANSI Standards, universal refuse containers for use in the City of Tucson Environmental Services. These containers will be used with and must be compatible with the existing fully automated refuse collection vehicles.

2.0 POLYETHYLENE MATERIAL REQUIREMENTS

2.1 All containers shall be rotationally or injection molded using cross-linked medium density polyethylene.

2.2 Polyethylene resin shall contain an ultraviolet stabilizer compounded at a concentration as to effectively protect the product from significant color degradation during the warranted life of the container. For rotationally molded containers, dry mixing or dry blending of ultraviolet stabilizers and resin is unacceptable. Bidder will submit data on the U.V. stability of the resin system per SAE J1960 or equivalent Accelerated Exposure/Exterior Materials using a Controlled Irradiance Water-Cooled Xenon Arc Apparatus.

2.3 Polyethylene resin shall contain a color pigment compounded at a concentration of no more than 1% in the resin by weight. Color shall be non-fading throughout the warranty period.

2.4 All plastic materials used in the construction of the containers shall be recyclable into other polyethylene products.

2.5 A recognized leading manufacturer of the material must furnish polyethylene resin. Material used shall be recyclable.

2.6 Resin minimum weight (evenly distributed) without hardware: 300 gallon - 80 lbs.

3.0 CONTAINER REQUIREMENTS

3.1: SIZE

3.1.1 Three hundred- (300) gallons: A container body, measured in U.S. liquid gallons, which will hold minimum of 300 gallons of fluid and a maximum of 350 U.S. gallons of fluid per ANSI standards, not to include any portion of the lid.

3.2: SHAPE

3.2.1 The containers shall be fabricated with the bottom smaller than the top (open area) of the container. The container shall empty through the top. The container shall be low profile to ease loading.

3.2.2 Container body shall be rounded in the gripping area for compatibility with all automated refuse equipment.

3.2.3 Container body shall have molded into it at least two "tabs" or similar features designed to prevent it from slipping out of the grippers of the service vehicle while being emptied.

3.3: FINISH

3.3.1 Interior surfaces shall have a smooth high gloss finish without any pockets or obstructions, which may hinder the complete emptying of refuse.

3.3.2 Exterior surface shall be textured non-slip. No coatings or sprayed on surfaces are permitted.

3.3.3 Molded body and lid shall not have excessive flash or poorly trimmed areas.

3.3.4 Body and lid shall have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

3.4: DIMENSIONS

3.4.1 Height:	Per Mfg.
Width:	51" Max.
Hip Diameter:	42"
Grip Diameter:	42"

3.4.2 Container wall thickness will not be less than .230".

4.0 LID

4.1 The lid shall be molded of the same material as container and be of such configuration as to prevent warping, bending, slumping and distortion to such an extent that it will no longer fit the container properly or becomes otherwise unserviceable.

4.2 It shall cover container in such a fashion as to be watertight from falling or blowing rainwater and keep rodents out.

4.3 Lid shall permit water run-off. Lid will have molded-in nesting stops.

4.4 Containers with the lid molded as part of the base are not acceptable. Lid will be attached to the container with a minimum of five-(5) grade 5 hex bolts, no less than 3/8 inch by one and one-half in size (3/8X1 1/2"). Bolts will have a flat 3/8-inch USS washer on both sides of container wall and be secured with no less than a 3/8- inch nylon lock nut.

4.5 Lid will be a two piece type, with a minimum of three large hinge points. Lid will be 1/3 fixed, and 2/3 hinged. Shop drawings for lid and container must be submitted with bid.

4.6 Lid must operate smoothly and not be a safety hazard or potential maintenance problem.

4.7 Lid minimum thickness will be .140"

4.8: LID HINGE

4.8.1 Lid attachment method shall be a minimum of two (2) molded in the body extensions or mounts into which the lid can be inserted.

4.8.2 Top of lid shall not make contact or bind on the container in the full open position. Lid hinge shall allow for a one hundred five to one hundred ten (110) degree pivot of the 2/3 lid.

4.8.3 Lid hinge pivot shaft must be composed of a minimum schedule 40 PVC 1/2" pipe or equivalent.

4.8.4 Bolt on, living hinges, strapped, riveted, screwed on, nailed, molded slots, lid latches, or "press-in" lid to body attachment methods are not acceptable.

4.8.5 Lid hinge insert must be composed of a schedule 40 PVC rod, 1/2" in diameter, a maximum of two (2) inches of play, with a minimum of 41 inches in length connecting both hinges, or equivalent.

5.0 COLOR

5.1 Bidders shall provide containers in the following Pantone color formula guide 1000, 1995, (or current date)-colors: Pantone dark green, #349c.

5.2 Color shall not be streaked in the finished product and color shall be non-fading throughout the warranty period.

5.3 The container should contain no more than 1% pigment by weight.

6.0 IDENTIFICATION

6.1 Each container lid shall have molded into lid the words "City of Tucson" in 2" letters. General container use instructions shall be molded into the container's lid in both English and Spanish languages.

6.2 The body shall have molded, branded, or hot stamped into its front, a minimum of two inch letters, painted in white, an 11 character sequential serial number to facilitate inventory control. The first character will be a 0 followed by a G (to indicate garbage), or an R (to indicate recycling). The next four characters will indicate the month and year of manufacture (mmyy). The last five characters will represent the sequential order of manufacture starting with 00001 for each type of material.

7.0 SHOP DRAWINGS

7.1 Submit shop drawings for lid and container showing the dimensions and lid attachment methods, thickness, and other specification requirements. Shop drawings must be included with the bid package.

8.0 FUNCTIONAL REQUIREMENTS

8.1: COMPLIANCE WITH STATE OF ARIZONA REQUIREMENTS

8.1.1 Prospective vendors must provide documentation verifying that their container(s) meets all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307.

8.2: FIELD SERVICE

8.2.1 The container must have been in fully automated field service for at least one (1) year.

8.3: LEAKAGE

8.3.1 The container shall remain free of holes or penetrations, which will cause the body to leak for the duration of the warranty period.

8.4: COMPATIBILITY

8.4.1 Containers must be compatible with existing fully automated refuse collection vehicles.

8.5: COMPRESSION FORCE

8.5.1 Each container shall be capable of withstanding a minimum of 200 pounds per square inch (psi) compression force during lifting and dumping operations without permanent damage, deformity, or structural failure.

8.6: STRUCTURAL STABILITY

8.6.1 Containers will have sufficient rigidity to prevent deformation, permanent damage, slippage, or structural failure during lifting and dumping.

8.6.2 Containers will retain their physical material properties at temperatures between -20 degrees Fahrenheit and +150 degrees Fahrenheit and remain durable in the temperature variations in the City of Tucson region.

8.6.3 Containers and components will maintain sufficient strength, shape, and appearance, and be resistant to impact and rodent penetration, such as to require no routine maintenance and in general be maintenance free during the warranty period. Container or component failures during the warranty period shall constitute failure of the container, and will require replacement by a complete and new container at no cost to the City of Tucson. The determination of failure will be at the sole discretion of the City of Tucson.

9.0 VERTICAL STABILITY

9.1 Each container shall be stable and self-balancing when in an upright position with the lid open, either loaded or empty. Empty containers must remain upright when the lid is thrown open.

9.2 The empty containers shall withstand wind velocities of at least thirty (30) miles per hour in Wind tunnel tests without the container being turned over. The wind tunnel test shall be performed with the wind applied from the front, rear, and both sides of the container.

10.0 TESTING REQUIREMENTS

10.1 The most recent independent laboratory tests of the container bid must accompany bid samples certifying compliance as specified in the following sections 2.0 (All), 4.0 (all), 8.1, 8.3, 8.4, 8.5, 8.6.

11.0 REPLACEMENT PARTS

11.1 Containers shall be furnished complete with all hardware needed for assembly and use. An additional 5% of all replacement parts shall be provided with the initial shipment to establish an inventory stock for field repairs. The following are considered replacement parts: lids and assemblies, and all associated fasteners and brackets.

11.2 All container components shall be attainable by the City without having to purchase or obtain a complete new container.

12.0 INFORMATION REQUIREMENTS

12.1 Vendor shall provide with their bid, the latest printed or video literature for the following product information:

12.1.1 Manufacturing process for containers.

12.1.2 Resin material type, manufacturer, and name brand.

12.1.3 Detailed lid/hinge assembly description and attachment.

12.1.4 Certification qualifying material for recycling.

12.1.5 All product and/or material performance tests results as specified.

12.1.6 Container physical dimensions and wall and lid thickness.

12.1.7 Certified percentage of any PCR material utilized.

12.1.8 Melt Flow Index Test meet testing procedure ASTM D1238, Condition P.

12.1.9 Xenon Test – CAM-162

13.0 WARRANTY

13.1 All containers delivered shall be warranted for a minimum period of five (5) years from the date of acceptance of the containers against any and all defects in design, material and workmanship. At any time during the period, if a defect should occur in any item, that item shall be replaced (including shipping and assembly) by the Contractor at no cost or obligation to the buyer, except where it can be shown that the defect was caused by fire damage. The bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City of Tucson.

13.2 The Contractor will have an opportunity to replace defective containers within 30 days of written notice of defects. If the Contractor does not respond with replacement the City will bill the Contractor to recover predetermined costs.

13.3 When the words "container and hardware" are used in this specification, it is defined as a complete unit including a full lid assembly. All containers furnished shall be unconditionally warranted for a period of five (5) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. Defective containers which are replaced under warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, etc.

13.4 The Contractor shall not be responsible for damage or destruction caused by fire after the containers have been delivered and accepted. Contractor shall not be responsible for damage or loss of containers due to vandalism or theft, occurring after delivery, distribution, and acceptance by the City of Tucson. A defective container is any container, including any component part that:

13.4.1 Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability).

~~13.4.2 Does not comply with the minimum design requirements of the bid specifications.~~

13.4.3 Does not continuously perform in the intended manner within the warranty period.

13.5 Such container(s) shall then be considered to be defective in material, workmanship, and/or design and shall be covered by the terms of this warranty specification. Any defective container shall be replaced at no cost to the City of Tucson. All costs associated with the replacement of such defective containers shall be borne by the Contractor. In the event that containers or any component parts have been manufactured or supplied to the Contractor by a subcontractor or assembled or delivered by a subcontractor, the City of Tucson shall consider the Contractor as the manufacturer regarding product liability.

14.0 OPTIONS

14.1: *Bar Code Identification*

14.1.1 Bar Code Identification is requested as an option. Bar codes shall be placed on the front of the container above the serial number. The bar code shall be readable with devices that meet industry standards and are readily available. The scanned value of each code shall match each container's serial number. The bar code shall maintain the ability to be scanned throughout the warranty period. Alternative bar codes may be offered.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4103
 ISSUE DATE: AUGUST 23, 2012

INVITATION FOR BID NO.: 130609
 IFB AMENDMENT NO.: TWO (2)
 PAGE 3 of 4

IFB DUE DATE: AUGUST 31, 2012, 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: KYLE PASEWARK

REVISED PRICE PAGE

The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	300-gallon plastic automated refuse container, black, with lid, per specifications, including delivery and assembly <u>RMI - 300gal</u> Manufacturer and Model Number	1,200 each	\$ <u>224.47</u> ea.	\$ <u>269,364.00</u>
2.	300-gallon plastic automated refuse container lid, per specifications. Price includes delivery only; assembly not included. <u>RMI - 300gal 2/3 Lid</u> Manufacturer and Model Number	500 each	\$ <u>72.33</u> ea.	\$ <u>36,165.00</u>
3.	Bar coded serial number label, per specifications Item 14.0.	1,200 each	\$ <u>3.88</u> ea.	\$ <u>4,656.00</u>
4.	Include pricing for vendor to unload all materials:			
	ITEM# 1 Per Load	\$ <u>0</u>	} Unloading included in prices above	
	ITEM# 2 Per Load	\$ <u>0</u>		

Manufacturer and model number must be stated in the bid response. Failure to clearly indicate the manufacturer and model number may be cause for rejection of the item(s).

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(620) 837-4108
ISSUE DATE: AUGUST 23, 2012

INVITATION FOR BID NO.: 130600
IFB AMENDMENT NO.: TWO (2)
PAGE 4 of 4

IFB DUE DATE: AUGUST 31, 2012, 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: KYLE PASEWARK

PROMPT PAYMENT DISCOUNT: As stated in the Instructions to Bidders, Paragraph 7- Discounts, the price(s) quoted herein can be discounted by 2% %, if payment is made within 10-30 days. The payment terms shall apply to all purchases and to all payment methods.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within 200 pcs 30 calendar days after receipt of an order.

SALES TAX PERCENT: 0 % (See Instructions to Bidders, Paragraph 8 - Taxes).

CREDIT CARD PAYMENT:

Will payment be accepted via commercial credit card? Yes No

a. If yes, can commercial payment(s) be made online? Yes No

b. Will a third party be processing the commercial credit card payment(s)? Yes No

c. If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).

d. If "no" to above, will consideration be given to accept the card? Yes No

CITY OF TUCSON BUSINESS LICENSE: Yes No

If yes, please provide a copy of your City of Tucson Business License.

HAVE YOU SUBMITTED ALL AMENDMENTS? CHECK OUR WEBSITE NOW!
AMENDMENTS MAY BE DOWNLOADED AT <http://www.tucsonprocurement.com/>

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Mario Poma 8-27-12
Signature Date
Mario Poma President/CEO
Typed Name and Title

Rotational Molding Inc
Company Name
17022 S Figueroa ST
Address
Gardena CA 90248
City State Zip

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
Kyle.Pasewark@tucsonaz.gov

INVITATION FOR BID NO. 130609
PAGE 21 OF 21
CONTRACT OFFICER: KYLE PASEWARK
PH: (520) 837-4103 / FAX: (520) 791-4735

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid.

For clarification of this offer, contact:

Rotational Molding Inc
Company Name

17022 S Figueroa ST
Address

Gardena CA 90248
City State Zip

Mario Poma
Signature of Person Authorized to Sign

Mario Poma
Printed Name

President / CEO
Title

Name: Mario Poma

Title: President / CEO

Phone: 310-327-5401

Fax: 310-323-9567

E-mail: mario.poma@rotationalmoldinginc.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130609

CITY OF TUCSON, a municipal corporation

Approved as to form this 20th day of November, 2012.

Awarded this 16th day of November, 2012.

[Signature]
As Tucson City Attorney and not personally

[Signature]
Mark A. Nelhart, C.P.M., CPPB, A.P.P., CFM
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
1255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE: OCTOBER 31, 2014

CONTRACT NO.: 130609
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 1
CQ
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

300 GALLON AUTOMATED REFUSE CONTAINERS

1. Pursuant to Contract No. 130609, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of November 20, 2014 through November 19, 2015. *

2. The following sentence is hereby added to Paragraph 20 (Indemnification) of the Standard Terms and Conditions section:

"If Contractor or any of Contractor's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Contractor shall indemnify the City from and shall pay any assessed tax penalty."

3. Standard Terms and Conditions, Paragraph 21 shall hereby be replaced with the following:

21. **INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell 11-4-14
Signature Date

DOUGLAS W. RUSSELL, CEO
Typed Name and Title

ROTATIONAL MOLDING, INC.
Company Name

17022 S. FIGUEROA STREET
Address

DOUG.RUSSELL@ROTATIONALMOLDINGINC.COM
Email Address

GARDENA CA 90248
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 20th DAY
OF November, 2014, AT TUCSON, ARIZONA. *

Nathan Lam
As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 253 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 P.O. BOX 27210, TUCSON, AZ 85726
 (520) 837-4103
 ISSUE DATE: APRIL 2, 2015

CONTRACT NO.: 130609
 CONTRACT AMENDMENT NO.: FOUR (4)
 PAGE 1 of 1
 CO
 CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

300 GALLON AUTOMATED REFUSE CONTAINERS

Pursuant to Contract No. 130609, Special Terms and Conditions, Section 3, Price Adjustment, the City is hereby granting the Contractors request for a Price Increase. Effective, March 24, 2015, the new pricing for 300 Gallon Automated Refuse Containers will be as follows:

ITEM	DESCRIPTION	ORIGINAL PRICING	REVISED PRICING
1	Refuse Containers- 300G XL Black	\$235.70	\$241.59
2	Refuse Container Lids - 300G XL Black	\$75.95	\$77.85
3	Barcode Serial Numbers (Black Containers Only)	\$3.88	\$3.98
4	Refuse Containers- 300G XL Blue	\$283.20	\$290.28
<i>Barcode/Serial Number, Mold-In Nameplate on Lid, Unloaded and Assembled at Delivery, Freight and a 5 Year Warranty</i>			
5	Refuse Container Lids - 300G XL Blue	\$135.25	\$138.63
<i>Mold-In Nameplate, Unloaded and Assembled at Delivery, Freight and a 5 Year Warranty</i>			
6	Mold In Graphic on Lid	\$11.00	\$11.28

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell 4-2-15
 Signature Date

DOUGLAS W. RUSSELL, CFO
 Typed Name and Title

ROTATIONAL MOLDING, INC.
 Company Name

17022 S. FIBEROA STREET
 Address

DOUG.RUSSELL@ROTATIONALMOLDINGINC.COM
 Email Address

GARDENA CA 90248
 City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
 IS HEREBY EXECUTED THIS 7th DAY
 OF April, 2015, AT TUCSON, ARIZONA.

Nathan Doon
 As Director of Procurement and not personally

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4103
ISSUE DATE:

CONTRACT NO.: 130609
CONTRACT AMENDMENT NO.: FIVE (5)
PAGE 1 of 1
CQ
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

300 GALLON AUTOMATED REFUSE CONTAINERS

1. Paragraph 3 of the Special Terms and Conditions section of Contract # 130609 is hereby replaced with the following paragraph:

3. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year.

The current term of this contract is November 20, 2014 through November 19, 2015. The intent is for any price adjustment to take effect on the first day of a new one-year term of the contract (i.e., on November 20, 2015 and November 20, 2016).

Contractor shall submit a price adjustment request at least 30 days prior to the last day of the current term of the contract in order to allow the City sufficient time to consider the request for a price adjustment. The price adjustment request should be sent to the Department of Procurement to the attention of the Contract Officer responsible for this contract. The City will determine whether the requested price adjustment or an alternate option is in the best interest of the City.

Any price adjustment will be implemented by executing a contract amendment. Said contract amendment shall state the effective date of the price adjustment.

Product orders submitted to Contractor on or after the effective date of the price adjustment, as stated in the contract amendment that served to implement the price adjustment, will reflect the agreed-upon price adjustment contained in the contract amendment.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Douglas W. Russell 4-29-15
Signature Date

DOUGLAS W. RUSSELL, CFO
Typed Name and Title

ROTATIONAL MOLDING, INC
Company Name

17022 S. FLOVEROA STREET
Address

DOUG.RUSSELL@ROTATIONALMOLDING.INC.COM
Email Address

GARDENA CA 90248
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 29th DAY
OF April, 2015, AT TUCSON, ARIZONA.

Nathan Saon
AS Director of Procurement and not personally

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid.

For clarification of this offer, contact:

Rotational Molding Inc
Company Name

17022 S Figueroa ST
Address

Gardena CA 90248
City State Zip

Mario Poma
Signature of Person Authorized to Sign

Mario Poma
Printed Name

President / CEO
Title

Name: Mario Poma

Title: President / CEO

Phone: 310-327-5401

Fax: 310-323-9567

E-mail: Mario.poma@rotationalmoldinginc.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 130609.

CITY OF TUCSON, a municipal corporation

Approved as to form this 20th day of November, 2012.

Awarded this 16th day of November, 2012.

[Signature]
As Tucson City Attorney and not personally

[Signature]
Mark A. Nelhart, C.P.M., C.P.P., A.P.P., C.P.M.
As Director of Procurement and not personally

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROTATIONAL MOLDING INC.**

EXHIBIT B
Award and Rate Sheet

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROTATIONAL MOLDING INC.**

EXHIBIT C
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and the award and rate sheet pursuant to the City of Tucson Contract No. 130609, the city is agreeing to purchase 300 gallon automated refuse black barrels, black lids, barcode serial numbers and Mold in Graphic on Lid.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ROTATIONAL MOLDING INC.**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 3 of the Agreement. The amount of compensation, including purchase of products and services, is provided in the rate sheet and award pursuant to City of Tucson Contract No. 130609.

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 \$65,000 annually or \$130,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Purchase 300 gallon black barrels, black lids, barcode serial numbers and Mold in Graphic on Lid on an as-needed basis.