

CITY CLERK
ORIGINAL

C-7832
12/14/2010



ACCEPTANCE AGREEMENT

RE: RFP 11-13, REFUSE CONTAINERS – 60/68 & 90/98 GALLON

1. This is to notify you that on December 14, 2010, City Council has awarded RFP #11-13 to your company, Rehrig Pacific Company.
2. This notification constitutes an acceptance of your offer to provide the materials listed on the Price Page(s) at the prices bid. All terms and conditions of the RFP shall apply.
3. The term of this Agreement shall be for a one-year initial period with the option to extend, by agreement between the City and Contractor, for five more one-year periods thereafter for a maximum term of six years.
4. A contract administrator shall administer the Agreement for the City. The contract administrator for the City shall be Deborah Coy.
5. This Agreement does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Agreement within ten (10) days from the date of this notice. If you fail to furnish the document within ten (10) days from the date of this notice, the City will consider this as a default. The City shall be entitled to such rights as may be granted by law.

Please complete the acknowledgment section below and return one copy to the attention of Ray Nader, City of Glendale, Materials Management, 6829 N 58th Dr., Suite 202, Glendale AZ 85301.

Bill Brewer
Materials Manager

ACKNOWLEDGED:

[Signature]
Signature

SALES
Title

Rehrig Pacific Company
Company Name

12/22/10
Date



CITY OF GLENDALE

MATERIALS MANAGEMENT

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: 11-13
DESCRIPTION: REFUSE CONTAINERS - 60/68 & 90/98 GALLON
OFFER DUE DATE AND TIME: SEPTEMBER 29, 2010 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offer Opening and Submittal Location: City of Glendale
Attn: Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the offeror's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Ray Nader, CPPB
Contract Analyst
(623) 930-2866
rnader@glendaleaz.com

For questions regarding
Scope or Specifications contact:
Deborah Coy
Recycling Coordinator
(623) 930-2709

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
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1.1 INTRODUCTION

- 1.1.1 It is the intent of the City of Glendale to request proposals for the purchase of residential and recycling containers to be utilized by the City's Residential Sanitation Division.
- 1.1.2 All containers must be new, completely assembled, and delivered to the specific container inventory site within the corporate limits of the city, and be ready for continuous use upon delivery to the City.
- 1.1.3 This Request for Proposal is for the City of Glendale requirements for 60/68 and 90/98 gallon plastic refuse/recycling containers for a one-year period with one-year renewal options for an additional five years. Quantities shown on the Price Page are estimated requirements for the first twelve months.

1.2 SAMPLE CONTAINERS

- 1.2.1 The proposal evaluation for 60/68 and 90/98 gallon containers requires one sample container of each size to be submitted with the bid for calculating conformity to specification and/or testing purposes.
- 1.2.2 The sample 90/98 gallon refuse/recycling container shall be furnished at no cost and will be retained by the City of Glendale after tests are complete. Sample containers must be delivered within two working days after the bid opening. Sample containers shall be delivered or shipped directly to the Solid Waste Office at 6429 W. Orangewood Drive, Glendale, Arizona 85301. Contact Deborah Coy at (623) 930-2709 for directions. ONE SAMPLE GREEN 60/68 and 90/98 AND ONE SAMPLE TAN 60/68 and 90/98 GALLON CONTAINER IS REQUIRED. (FOUR CONTAINERS TOTAL)

1.3 TESTING PROCEDURES

- 1.3.1 In conjunction with the current proposal for 60/68 and 90/98 gallon refuse/recycling containers, the City will test only those containers that are being considered for award. The offer receiving the most points in the evaluation will be the only barrel tested. Should the barrel fail the test, the next highest offeror's barrel will be tested. Sample containers must pass all tests to be eligible for award.

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- 1.3.2 **PERFORMANCE/STABILITY.** The container shall be stable and self-balancing when in the upright position, when either loaded or empty. The containers will be tested for stability by lifting each into the hopper area of an automated side loader and then setting it down. Containers will be tested in the following positions, facing forward toward the truck, turned 45° to the front, turned 45° to the rear and facing backwards. There will be ten lifts for each position with the exception of the barrel backwards position, which will be done five times (35 total). The container must not slip through the grippers into the hopper or slip to the wheels. Stability is defined as the state of remaining upright and immobile after the container is set in place. To pass the stability test, the barrel must remain upright after at least 33 of the 35 lifts. If the barrel is out of position in the arms while being set down, no attempt will be made by the operator to keep the barrel balanced and upright.
- 1.3.3 **CONTAINER CAPACITY.** All 60/68 gallon containers shall hold a minimum of 59 U.S. liquid gallons of water in the barrel portion as determined by the following test: All containers will be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirement of 59 gallons shall be reason for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by the customer. Capacity shall not exceed 68 gallons.
- All 90/98 gallon containers shall hold a minimum of 89 U.S. liquid gallons of water. All containers shall be filled with water while using a flowmeter to ensure volume measurement. Failure to meet the minimum requirements of 89 gallons shall be reason for disqualification. The City may also reject containers that are oversized or in a form not conducive to proper collection or use by the customer.
- 1.3.3 **WATERTIGHT.** All test containers must remain watertight during and after liquid-capacity test is completed. Failure to retain water shall be grounds for disqualification.
- 1.3.4 **DROP TEST.** Containers shall be drop tested to examine the container's ability to withstand being dropped by a collection vehicle when loaded to its maximum recommended capacity of +/- 200 lbs. Test containers will be filled with sand bags (+/- 200 lbs.), raised to a height of 6 to 7 feet and dropped. Failure is defined as damage occurring to the container that would prevent normal use, or failure to meet the conditions defined in the specifications. The City retains the exclusive right to determine normal use for a container.

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1.3.5 RESIN WEIGHT TEST. The container and lids of the 60/68 gallon test container shall weigh a minimum of 25 pounds without the hardware and wheels or have a minimum of 0.170" even wall thickness. Measurements are completed by City staff. If discrepancies in measurement are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be reason for disqualification.

The container and lids of each 90/98 gallon test container shall weigh a minimum of 35 pounds without the hardware and wheels or have a minimum 0.170" even wall thickness. Measurements shall be completed by City staff.

1.4 DELIVERY

1.4.1 Containers will be ordered as needed and shall be delivered and assembled within 30 calendar days after receipt of an order. Orders placed will be a minimum of a truckload (approximately 400 barrels).

1.4.2 All containers will be delivered, unloaded and assembled at the Orangewood Service Yard/Container Repair Storage Area, 6429 W. Orangewood Drive, Glendale, Arizona 85301.

1.5 LIQUIDATED DAMAGES

1.5.1 If the Contractor fails to deliver the refuse containers, including unloading, assembly and storage placement, within the time specified in these specifications, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City a fixed, agreed, and liquidated damage for each calendar day of delay, the amount of \$1.00 per container per calendar day for containers not received per the delivery schedule in section 1.4 of the General Specification. The City may also terminate this contract in whole or part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises without the fault or negligence of the Contractor.

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1.6 EQUIPMENT COMPATIBILITY

1.6.1 Currently the City of Glendale uses McNeilus, Curbtender, and Heil vehicles for automated collection.

1.7 CONTAINER IMPRINTING/BARCODING

1.7.1 ALL CONTAINERS

1.7.1.1 The following items shall be molded into the location specified:

1.7.1.2 "REMOVE FROM CURB AFTER COLLECTION" shall be molded into lid. The text letter size shall be 3/4" minimum and be placed 1 1/2" from lid edge.

1.7.1.3 "Arrow" at curbside of lid facing street, size of arrow no less than 3" x 2" and no more than 2" from lid edge.

1.7.1.4 No parking logo embossed, painted or decaled on left side of container facing curb, 8" in diameter red circle, slash and P (see Exhibit E).

1.7.1.5 Identification markings – In addition to other markings on containers, sequenced embossed onto center of the body of the container with approximately 7/8" characters. Numbers will be white and stand out from the container surface to be read easily. The City shall provide the number scheme used to generate the unique identification. (see Exhibits A and D)

1.7.1.6 Barcodes shall be placed immediately below the imprinted identification numbers (see Exhibit A). Barcode number shall match the imprinted identification number. Barcodes are expected to have a life expectancy that is the same as the container. In the event a barcode is damaged, before the container is no longer useable, an option to replace the barcode is to be in place for this contract. Provide information on how Contractor will meet this request.

1.7.1.7 The lid shall have molded into it "City of Glendale". The characters for "City of Glendale" shall be 1 1/2" high.

1.7.1.8 The container shall have molded into it the month and year manufactured and a manufacturer material identification code. This information may appear anywhere except on the bottom of the container.

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1.7.2 TAN WASTE CONTAINERS

- 1.7.2.1 The following shall be molded in the top of the lid – letter size ½” minimum:
“City of Glendale containers must be placed out for service by 6:00 a.m. on your assigned collection day. Please keep lid closed. Maximum capacity 200 lbs.” (see Exhibit H)
- 1.7.2.2 The following shall be molded in the top of the lid – letter size ¼” minimum:
“Do not drag container; place on a steep slope; place on elevated platform or play in or around.”
- 1.7.2.3 The following shall be molded in the top of the lid – letter size ½” minimum:
“To move container 1) Grip Handle 2) Tilt 3) Push or Pull
- 1.7.2.4 The following shall be molded in the inside of the lid – letter size ½” minimum: “Please close lid before moving”.

1.7 TECHNICAL SPECIFICATIONS

1.7.1 DESIGN SPECIFICATIONS FOR THE 60/68 GALLON TAN AND GREEN CONTAINERS (ASSEMBLED):

- 1.7.1.1 Offerors shall indicate whether the container bid complies with each specification or is an exception to the specification.
- 1.7.1.2 The City of Glendale must approve all exhibit designs before dies are cut.

a. Minimum capacity – 32 U.S. liquid gallons

COMPLIES EXCEPTIONS

COMMENTS:

b.1 Color – The 60/68 gallon containers for refuse collection shall be beige in color. Bidder shall submit color chip with the bid. The color must match existing tan refuse barrel inventory. ROC Berg Beige PM71641E155 with UV stabilizer.

b.2 Color – The 60/68 gallon containers for recycling collection shall be Recycling Glendale Green, containing a minimum of one-half (1/2) of one percent (1%) of

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U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Bidder shall submit color chip with the bid. The color must match existing recycling green barrel inventory. ROC Glendale Green PM62430.

COMPLIES EXCEPTIONS

COMMENTS:

c. Lids – Each container shall be furnished with a lid molded from the same material as the container and shall be of such a configuration that it shall not warp., bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The lids must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches.

Lids for green barrels will be hot stamped or otherwise have permanently affixed Recycling Information as per attached exhibits G and H. All information will be white in coloring.

Lids for tan barrels will be hot stamped or otherwise have permanently affixed information as per attached exhibits B and C. All information will be red in coloring.

COMPLIES EXCEPTIONS

COMMENTS:

d. Hardware and Wheels – Each container shall be furnished with a 3/4" plated steel axle (minimum), two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have flat washers between the wheel and the cotter pin (cotter pins are mandatory).

COMPLIES EXCEPTIONS

COMMENTS:

e. Stability and Handling Characteristics – The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed.

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Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass.

When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.

COMPLIES EXCEPTIONS

COMMENTS:

f. Resin Weight – 60/68 gallon container-minimum 25 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid

COMPLIES EXCEPTIONS

COMMENTS:

g. Compression Force – Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.

COMPLIES EXCEPTIONS

COMMENTS:

h. Bottom – The bottom of the container must have a mold-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

COMPLIES EXCEPTIONS

COMMENTS:

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i. Finish – Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.

COMPLIES EXCEPTIONS

COMMENTS:

1.7.2 DESIGN SPECIFICATIONS FOR THE 90/98 GALLON TAN AND GREEN COLORED CONTAINERS (ASSEMBLED):

1.7.2.1 Bidder shall indicate whether the container bid complies with each specification or is an exception to the specification.

1.7.2.2 The City of Glendale must approve all exhibit designs before dies are cut.

a. Minimum Capacity - 89 U.S. liquid gallons

COMPLIES EXCEPTIONS

COMMENTS:

b.1 The 90/98 gallon containers for refuse collection shall be tan containers Bidder shall submit color chip with the bid. The color must match existing tan refuse barrel inventory. ROC Berg Beige PM71641E155 with UV stabilizer.

b.2 The 90/98 gallon containers for recycling collection shall be Recycling Glendale Green, containing a minimum of one-half (1/2) of one percent (1%) of U.V. stabilizer and one-half (1/2) of one percent (1%) color, hot compounded into material. Proposer shall submit color chip with the bid. The color must match existing recycling green barrel inventory. ROC Glendale Green PM62430.

COMPLIES EXCEPTIONS

COMMENTS:

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c. Lid – Each container shall be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The design shall assure that the lid is durable and rigid. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids shall be hot stamped or otherwise have permanently affixed information. Molded lid and container body information is found in Section 1.8. Container Imprinting Specification.

Lids for tan barrels will be hot stamped or otherwise have permanently affixed information as per exhibits B and C. All information on exhibits B and C will be in red lettering.

Lids for green barrels will be hot stamped or otherwise have permanently affixed Recycling Information as per exhibits G and H and Section 1.8 (for all green containers). All information on exhibits F, G and H will be in white lettering.

COMPLIES EXCEPTIONS

COMMENTS:

d. Hardware and Wheels - Each container shall be furnished with a 5/8" plated steel axle (minimum), two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have flat washers between the wheel and the cotter pin (cotter pins mandatory).

COMPLIES EXCEPTIONS

COMMENTS:

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e. Stability and Handling Characteristics – The container shall be stable and self-balancing when in the upright position, when either loaded or empty and when the lid is open or closed.

Container shall be designed to be handled easily by workers and users over a variety of distances and surfaces including sand, gravel, mud and grass.

When the container is loaded with fifty (50 lbs.) pounds of sand, the force (applied directly downward on the handle) required to tilt the container in the "Roll Position," shall not exceed fifty (50 lbs.) pounds as measured by a pull scale.

COMPLIES EXCEPTIONS

COMMENTS:

f. Resin Weight – 90/98 gallon container minimum 35 pounds (finished unit container and lid, excluding hardware and wheels), or a minimum of .170 inch even wall thickness throughout the container and .135 for the lid.

COMPLIES EXCEPTIONS

COMMENTS:

g. Compression Force - Each container shall be capable of withstanding the compression force of the automated loading equipment of two-hundred (200 lbs.) pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.

COMPLIES EXCEPTIONS

COMMENTS:

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h. Bottom- The bottom of the container must have a mold-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

COMPLIES EXCEPTIONS

COMMENTS:

i. Finish - Interior and exterior surfaces shall be smooth and have an even, continuous surface. Interior surfaces shall have a high gloss finish. Containers shall be completely deburred with no sharp edges or corners. Containers are to be manufactured to highest commercial standards.

COMPLIES EXCEPTIONS

COMMENTS:

1.7.3 MATERIAL PROPERTY SPECIFICATIONS FOR THE 60/68 AND 90/98 GALLON CONTAINERS

1.7.3.1 Offeror shall indicate whether the container complies with each specification or is an exception to the specification. Note: Offeror must check each item.

a. **Rotationally or injection molded, cross linked, or linear high or medium density, polyethylene.**

Polyethylene resin must be furnished by a recognized leading manufacturer of the material. Bidders should identify the manufacturer, material type and production method of the resin (blow molded containers are not acceptable).

The container shall be molded from 100% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (ex: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), mixed within 10% to 20% post consumer high density (HDPE) or medium density (MDPE) resin.

Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the bidder.

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Upon request, offeror must supply a letter from the resin manufacturer certifying that the post-consumer resin is of like quality to 100% virgin resin.

Offeror must state the source and percentage of particular grades of recycled material (post-consumer scrap) used in the resin for the proposed containers.

Upon request, offeror shall attach letter(s) from recycled and virgin resin suppliers certifying the actual source of resin and the proposer's assured capability of obtaining sufficient resin to complete the contract prior to bid award.

Specify product offered, and the percentage of recycled content.

Product: _____ Percent Recycled Content _____ %

COMPLIES EXCEPTIONS

COMMENTS:

- b. The resin shall meet or exceed the following A.S.T.M. molded property specification:
Environmental Stress Crack Resistance (E.S.C.R.) Condition "A" for rotational molded containers. Condition "B" for injection molded containers.

Offeror shall substantiate compliance with the above specification by attaching a copy of the actual resin Manufacturer's Published Specification Sheet.

COMPLIES EXCEPTIONS

COMMENTS:

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- c. Offeror must comply with the following additional container properties, performance standards, and certifications: Minimum 0.5% and Maximum of 1.0% color pigment, hot melt compounded into the resin.

Offeror shall identify the specific hot melt compounding extruder herein by its manufacturer's model number, and provide the name and address of the facility where the extruder is located.

Location: _____

Resin shall contain an ultraviolet stabilizer, consisting of a minimum of Additive Type one-half (1/2) of one percent (1%). This stabilizer must be hot melt compounded into the resin. State additive manufacturer and type.

Additive: _____

Containers shall be designed to regularly receive and dump a minimum of 200 lbs. without permanent damage, deformation, structural failure.

Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. total compressing force, applied from opposite sides by the gripping arm.

All plastic components will be recyclable into other polyethylene products of a similar nature. The City shall make the final determination as to recyclability. Bidder shall provide a statement of recyclability of the proposed container and components, and upon request shall supply certification of recyclability from the primary manufacturer of each component or raw material (i.e., resin, hardware, components, etc.) previous to award.

Offeror shall state the number of containers currently in service utilizing the type of resin offered for this proposal.

Number of Containers: _____

All metal components shall be plated steel or stainless grade 304.

COMPLIES EXCEPTIONS

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COMMENTS:

All containers to be compatible with current City of Glendale lifting devices used on all City automated refuse equipment.

COMPLIES EXCEPTIONS

COMMENTS:

d. **DURABILITY**

All containers shall remain durable in temperature variations of this region under loading conditions of 200 pounds of ballast. In addition, the container shall have a life expectancy of not less than ten (10) years during which time the container and its component parts shall maintain sufficient strength, shape, and appearance, and to be resistant to blows, kicks, and rodent penetration, such as to require no routine maintenance and, in general be maintenance free. Any component part, including but not limited to molded to or attached parts, such as frames or bars, or lids that fail during the ten (10) year warranty period shall constitute failure of the container, and will require replacement by a complete and new container (including shipping and disposal of failed containers) at no cost to the City.

The determination of failure will be at the sole discretion of the City of Glendale.

COMPLIES EXCEPTIONS

COMMENTS:

e. Seller shall maintain copies of all material, process and final inspections and testing reports which it performs or has performed and agrees to promptly furnish copies at no additional cost when requested by the City. Should the Seller refuse to provide the requested reports, samples, and available testing information, it shall be expressly understood and agreed this constitutes a breach of contract. The City may withhold any of its contractual rights, powers or remedies, or take whatever legal actions the City deems necessary to protect its best interests.

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COMPLIES EXCEPTIONS

COMMENTS:

f. Acceptance Testing - City reserves the right to perform or have performed such inspection and testing as considered necessary to assure acceptability and suitability of the containers, lids and hardware. The City may, at its option, have testing performance done by an independent laboratory. The expense of these tests shall be borne by the City. City will use ASTM Standards for purposes of evaluating such tests or inspections. Test or inspections performed under this reservation shall not be considered a waiver of any right or breach of warranty. (See Section 3.0 for the details of the testing procedure.

COMPLIES EXCEPTIONS

COMMENTS:

g. It is further agreed that the City's review, concurrence or approval of the Seller's documentation or product shall in no way relieve the Seller of its responsibilities for specification compliance nor shall it be construed as a waiver of abridgment of the City's legal remedies, rights or powers.

COMPLIES EXCEPTIONS

COMMENTS:

h. Successful offeror shall furnish 1% spare parts with each shipment as part of the price. Consisting of handles and assemblies, wheels and assemblies, lid and hinge assemblies, plus all associated fasteners and brackets.

COMPLIES EXCEPTIONS

COMMENTS:

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1.8 WARRANTY

1.8.1 All containers delivered shall have a warranty for a minimum period of ten (10) years from the date of acceptance against any and all defects in material and workmanship. At any time during the period, if a defect should occur in any item, the item shall be repaired or replaced by the Seller at no cost or obligation to the Buyer, except where it is shown that the defect was caused by fire damage. The offeror 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.

1.8.2 The offeror shall, during the ten year warranty period, cover the cost of replacing defective containers plus an \$8.00 handling fee per container. The \$8.00 handling fee covers costs incurred by the City, including staff time and equipment charges, incidental to exchanging defective containers for customers, and disposal of defective containers, lids and hardware. The Seller will have an opportunity to replace/repair defective containers within 30 days of written notice of defects. If the Seller does not respond with replacement or repair the City will bill the Seller to recover predetermined costs.

a. When the word "container and hardware" is 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 ten (10) 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 the warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.

COMPLIES EXCEPTIONS

COMMENTS:

b. The Seller shall not be responsible for damage or destruction caused by fire after the containers have been delivered and accepted.

COMPLIES EXCEPTIONS

COMMENTS:

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c. Seller 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 Glendale.

COMPLIES EXCEPTIONS

COMMENTS:

d. A defective container is any container, including any component part that:

- (1) Does not continuously perform in the intended manner as set forth in the bid specifications (including smooth maneuverability);
- (2) Does not comply with the minimum design requirements of the bid specifications;
- (3) Does not continuously perform in the intended manner within the warranty period.

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 or repaired at no cost to the City. All costs associated with the replacement of such defective containers shall be borne by the seller. In the event that containers or any component parts have been manufactured and supplied to the seller by a subcontractor, the City shall consider the seller as the manufacturer regarding product liability.

COMPLIES EXCEPTIONS

COMMENTS:

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

1.9 OPTIONAL ITEMS

1.9.1 The City wishes to inquire on technology available for use in the solid waste industry. Offerors are asked to provide information to explain the use of technology for use with solid waste (refuse/recycling) containers.

1.9.2 Technology may include information on:

- barcoding systems
- RFID tags
- scanners to record information
- container inventory technology
- container maintenance and work orders technology
- distribution programs linking data from container to customers
- collection tracking
- inspection tracking

Information should include equipment required, software required, costs and compatibility with other systems.

1.9.3 The City currently utilizes Zonar technology, version 2.60.0. Zonar provides electronic inspection, tracking, and management solutions for fleet operations. When describing technology solutions in paragraph 1.9.2, indicate how it may be compatible to the Zonar technology.

1.9.4 The City is most interested in the Web capabilities of technology. When providing technology solutions in paragraph 1.9.2, indicate if the solution is a Web-based product.

SECTION TWO
SPECIAL TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One CD-ROM containing the entire solicitation, contractor's response to solicitation (Offer) and an originally signed "Offer Sheet" (Section 3.0). With exception to the signed Offer Sheet, no paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, PowerPoint and/or PDF format. Offers submitted in a format (paper or electronic) different from specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.

The offeror shall complete all sections of the solicitation in the format given (i.e., Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

Submittal of the CD-ROM by the offeror in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER PACKAGE The offeror shall submit a complete proposal on a CD as one file folder. The folder shall be identified as "RFP 11-13 – *Name of Offeror.*" (For example: RFP 11-13 – ABC Company.) In order for your response to receive a full and complete evaluation from the evaluation committee, please label your files in the following manner. Failure to include all the items may result in an offer being rejected.

The file folder shall include the following files or documents and be identified in the following manner:

- RFP # 11-13 – "Name of Offeror" – Offer Sheet Section 3.1
- RFP # 11-13 – "Name of Offeror" – Price Sheet Section 4.1
- RFP # 11-13 – "Name of Offeror" – Specifications Section 1.7
- RFP # 11-13 – "Name of Offeror" – Specifications Section 1.8
- RFP # 11-13 – "Name of Offeror" – Specifications Section 1.9

SECTION TWO
SPECIAL TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

2.5 EVALUATION CRITERIA The criteria is listed in order of relative importance.

2.5.1 COST – 40%

See Section Four

2.5.2 ABILITY TO MEET SPECIFICATIONS – 30%

See Section 1.7

2.5.3 WARRANTY – 20%

See Section 1.8

2.5.4 TECHNOLOGY ENHANCEMENTS – 10%

See Section 1.9

2.6 EVALUATION PANEL Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible offeror whose proposal is determined to be the most advantageous to the City.

2.7 PANEL CONTACT Proposer shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

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

2.9 FOB POINT Prices quoted shall be FOB destination to: City of Glendale, AZ

2.10 TERM OF AGREEMENT The term of agreement for this RFP shall be for a one-year initial period.

SECTION TWO
SPECIAL TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

2.11 OPTION TO EXTEND The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional five (5) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

2.12 EVALUATION LITERATURE Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.

2.13 INSURANCE The successful proposer shall maintain, during the period of the contract or agreement, such public liability and property damage insurance, both general and automotive liability, as shall protect him and any subcontractor performing work under the contract from all claims for bodily injury, including accidental death, as well as for property damage arising from operations under the contract or agreement whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The insurance company issuing the policy required above shall have an "BB" Financial rating, or better, in the current edition of Standard & Poors Insurance Guide and be authorized by the State of Arizona, Department of Insurance to transact business within the State. The certificate and policy shall name the City of Glendale as an additional insured and shall be primary coverage for the activity of the contractor. Insurance carrier shall notify the Materials Manager in writing of contractor's default in the insurance premiums prior to any cancellation of the insurance and shall accept from the City, if the City so elects payment of the insurance premium to maintain the insurance coverage in full force and effect. The City reserves the right to terminate any contract or agreement if the contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within 10 calendar days after notification of award. Certification must include: name and address of insurance company, policy number, liability coverage amounts and a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City. Certification to be submitted to: Materials Management, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301-2599.

SECTION TWO
SPECIAL TERMS AND CONDITIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

2.14 PROCUREMENT CARD ORDERING CAPABILITY It is the intent of the City of Glendale to utilize the City's Procurement Card (i.e. MasterCard/Visa), to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

2.15 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the buyer immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

2.16 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.

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

Authorized Signature	Company's Legal Name
Printed Name	Address
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature E-mail Address	Company E-mail Address

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

Contact Name	Phone Number	Fax Number
--------------	--------------	------------

Email Address

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Proposer certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

4.1 PRICE

ESTIMATED ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
100 (or more)	60/68 Gallon Size (Beige)	\$	\$
50 (or more)	60/68 Gallon Size (Green)	\$	\$
5000 (or more)	90/98 Gallon Size (Beige)	\$	\$
2000 (or more)	90/98 Gallon Size (Green)	\$	\$
TOTAL BID COST EXCLUDING TAX			\$
(COMPLETELY ASSEMBLED)			
APPLICABLE TAX RATE: _____ %			
MANUFACTURER: _____			
MODEL: _____			
MANUFACTURING PROCESS USED: _____			

4.2 DELIVERY Proposer states that all items will be delivered ____ calendar days after receipt of order. Any delay in delivery beyond the stated date may result in the implementing of the "default" and/or "liquidated damages" provisions.

4.3 PROCUREMENT CARD ORDERING CAPABILITY See paragraph 2.14. Please check appropriate box.

- YES, I will accept payment under this contract with the Procurement Card.
- NO, I will not accept payment under this contract with the Procurement Card.

4.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO

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

SECTION FIVE
EXHIBITS

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

Exhibit A

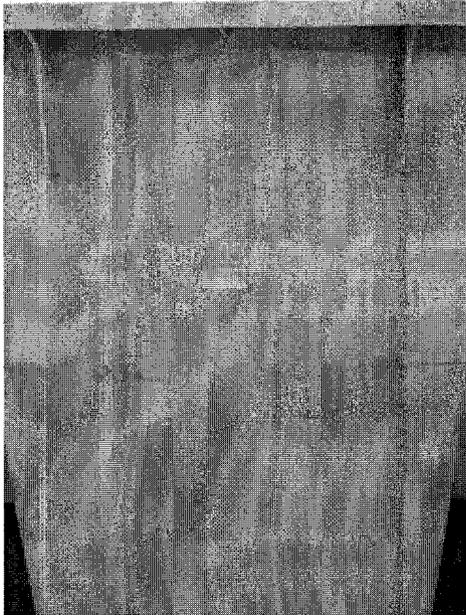


Exhibit B



Exhibit C



Exhibit D



**SECTION FIVE
EXHIBITS**

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

Exhibit E

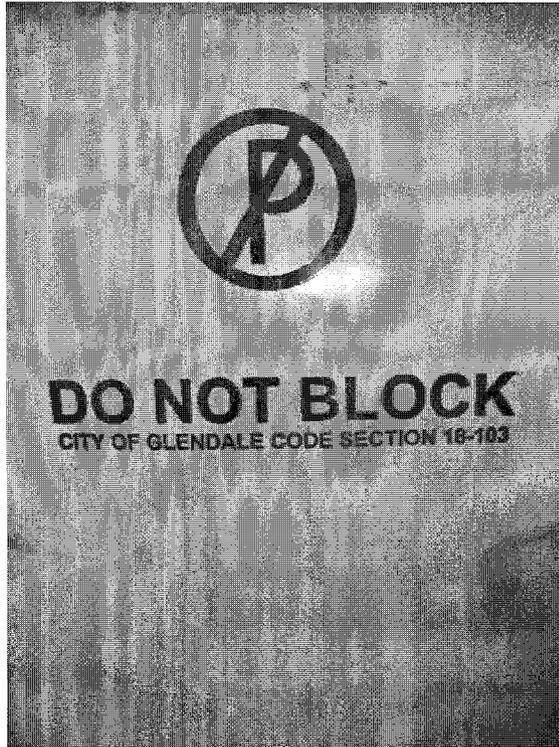


Exhibit F



Exhibit G

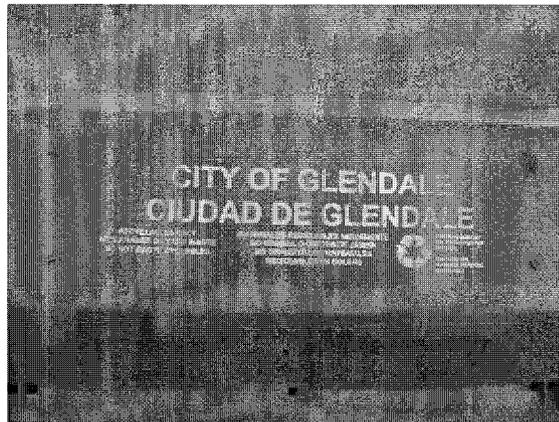
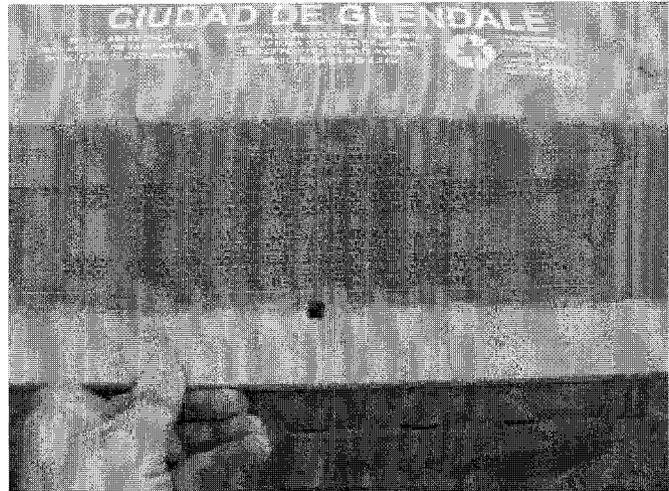


Exhibit H





Solicitation Addendum One (1)
RFP 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

CITY OF GLENDALE
Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

A signed copy of this Addendum must be received by Materials Management on or before the Offer Due Date and time.

This solicitation is amended as follows:

1. On Page 5, **REMOVE** paragraph 1.3.5, RESIN WEIGHT TEST, and **REPLACE** with:

RESIN WEIGHT TEST. The container and lids of the 60/68 gallon test container shall weight a minimum of 22 pounds without the hardware and wheels or have a minimum of 0.150" even wall thickness. Measurements are completed by City staff. If discrepancies in measurement are found, an independent service will be utilized with certified scales/measuring devices. All measurements are made without hardware, wheels or axle. Failure to meet the weight or wall thickness requirement for the container shall be reason for disqualification.

The container and lids of each 90/98 gallon test container shall weigh a minimum of 29 pounds without the hardware and wheels or have a minimum 0.165" even wall thickness. Measurements shall be completed by City staff.

2. On Pages 6-7, **RELABEL** all paragraphs within Section 1.7, Container Imprinting/Barcoding, to **1.6A**. For example:

1.7.1 ALL CONTAINERS (on page 6) is now labeled 1.6.1A

1.7.2 TAN WASTE CONTAINERS (on page 7) is now labeled 1.6.2A

3. On Pages 6-7, regarding the newly labeled Section 1.6A (see above), Container Imprinting/Barcoding, (including 1.6.1A, All Containers, 1.6.2A, Tan Waste Containers), all imprinting may be molded, hot stamped and/or use of in-molded technologies. Specific locations listed in the RFP and exhibits reflect current imprint locations. Actual imprint locations shall be decided between the Contract Administrator and the Contractor after award.

4. On Page 9, **REMOVE** paragraph "f. Resin Weight" and **REPLACE** with:

Resin Weight – 60/68 gallon container-minimum 22 pounds +/- 10% (finished unit container and lid, excluding hardware and wheels), or a minimum of .150 inch even wall thickness throughout the container and .125 for the lid



Solicitation Addendum One (1)

RFP 11-13

REFUSE CONTAINERS - 60/68 & 90/98 GALLON

CITY OF GLENDALE

Materials Management

6829 North 58th Drive, Suite 202

Glendale, Arizona 85301-2599

5. On Page 12, **REMOVE** paragraph “f, Resin Weight” and **REPLACE** with:

Resin Weight – 90/98 gallon container minimum 29 pounds (finished unit container and lid, excluding hardware and wheels), or a minimum of .165 inch even wall thickness throughout the container and .125 for the lid.

6. On page 7-8, paragraph “b1 and b2, Color”, **REMOVE** the requirement to submit a color chip with the bid. The City shall require a color chip and color approval after award of a contract.

7. On page 8, **REMOVE** paragraph “d, Hardware and Wheels,” and **REPLACE** with:

Hardware and Wheels – Each container shall be furnished with a minimum size of 5/8" plated steel axle, two rotationally molded or blow molded, one (1) piece wheels from the same material resin as the container. Axles shall have flat washers between the wheel and the cotter pin (cotter pins are mandatory).

All other provisions of the solicitation shall remain the same.

The above referenced Solicitation Addendum is hereby executed this SEPTEMBER 21, 2010, by Ray Nader, 623-930-2866.

Authorized Signature	Date
Printed Name and Title	
Company Name	
Address	
City, State and Zip Code	
Company Email	

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

4.1 PRICE

ESTIMATED ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED COST
100 (or more)	60/68 Gallon Size (Beige)	\$ 36.50	\$ 3,650.00
50 (or more)	60/68 Gallon Size (Green)	\$ 36.50	\$ 1,825.00
5000 (or more)	90/98 Gallon Size (Beige)	\$ 41.80	\$ 209,000.00
2000 (or more)	90/98 Gallon Size (Green)	\$ 41.80	\$ 83,600.00
TOTAL BID COST EXCLUDING TAX			\$ 298,075.00
(COMPLETELY ASSEMBLED)			
APPLICABLE TAX RATE: <u>8.08%</u>			
MANUFACTURER: <u>Rehrig Pacific Company</u>			
MODEL: <u>Huskylite® ROC-95FA and ROC-65NB - No Bar</u>			
MANUFACTURING PROCESS USED: <u>Injection Molding</u>			

4.2 DELIVERY Proposer states that all items will be delivered 20 calendar days after receipt of order. Any delay in delivery beyond the stated date may result in the implementing of the "default" and/or "liquidated damages" provisions.

4.3 PROCUREMENT CARD ORDERING CAPABILITY See paragraph 2.14. Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

4.4 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO

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





Solicitation Addendum One (1)
RFP 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

CITY OF GLENDALE
Materials Management
6829 North 58th Drive, Suite 202
Glendale, Arizona 85301-2599

A signed copy of this Addendum must be received by Materials Management on or before the Offer Due Date and time.

This solicitation is amended as follows:

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The container and lids of each 90/98 gallon test container shall weigh a minimum of 29 pounds without the hardware and wheels or have a minimum 0.165" even wall thickness. Measurements shall be completed by City staff.

2. On Pages 6-7, **RELABEL** all paragraphs within Section 1.7, Container Imprinting/Barcoding, to **1.6A**. For example:

1.7.1 ALL CONTAINERS (on page 6) is now labeled 1.6.1A

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Solicitation Addendum One (1)
RFP 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

CITY OF GLENDALE
 Materials Management
 6829 North 58th Drive, Suite 202
 Glendale, Arizona 85301-2599

5. On Page 12, **REMOVE** paragraph "f, Resin Weight" and **REPLACE** with:

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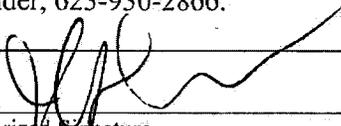
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All other provisions of the solicitation shall remain the same.

The above referenced Solicitation Addendum is hereby executed this SEPTEMBER 21, 2010, by Ray Nader, 623-930-2866.

	September 22, 2010
Authorized Signature James L. Drew, CFO	Date
Printed Name and Title Rehrig Pacific Company	
Company Name 4010 East 26th Street	
Address Los Angeles, CA 90058	
City, State and Zip Code www.rehrigpacific.com	Primary Contact: A.J. McGuckin, Sales Rep
Company Email	AMcGuckin@RehrigPacific.com

Bid Forms

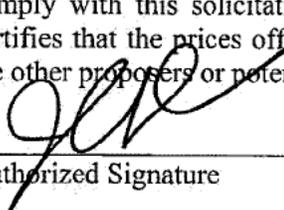
SECTION FOUR
PRICE SHEET

CITY OF GLENDALE
Materials Management

Solicitation Number: 11-13
REFUSE CONTAINERS - 60/68 & 90/98 GALLON

NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version with original signature shall be submitted with CD-ROM at the time of Offer due date and time.

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


Authorized Signature


Company's Legal Name

James L. Drew
Printed Name

4010 East 26th Street
Address

C.F.O.
Title

Los Angeles, CA 90058
City, State & Zip Code

323-262-5145
Telephone Number

323-269-8506
FAX Number

Authorized Signature E-mail Address

Company E-mail Address

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

A.J. McGuckin
Contact Name

323-415-8793
Phone Number

323-269-8506
Fax Number

amcguckin@rehrigpacific.com
Email Address

FEDERAL TAXPAYER ID NUMBER: 

Arizona Sales Tax No.  Tax Rate _____

Proposer certifies it is a: Proprietorship _____ Partnership _____ Corporation

Minority or woman owned business: Yes _____ No

