

**CITY CLERK
ORIGINAL**

C-9637
01/22/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SOUTHWESTERN SALES COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of January 22, 2015 between the City of Glendale, an Arizona municipal corporation (the "City"), and Con-Wal, Inc. dba Southwestern Sales Company, a Mississippi corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **February 17, 2012**, **Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative**, entered into a contract with Contractor to purchase the goods and services described in the **Landfill Cover Tarps Contract No. 120445**, which is attached hereto as **Exhibit A**. The **Landfill Cover Tarps Contract** permits its cooperative use by other governmental agencies of which the City is a participating member. The **Landfill Cover Tarps Contract** is hereinafter referred at as the Cooperative Purchasing Agreement.
- 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 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 here to as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **March 1, 2014**, until the

date the contract expires on **February 28, 2015**, 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 extend the contract beyond **February 28, 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 a one-year 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 hereto as **Exhibit A**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate 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 otherwise, as provided in **Exhibit B** hereto.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **twenty-five thousand dollars (\$25,000)**.

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

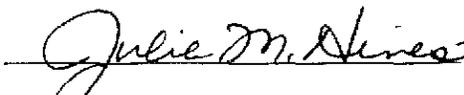
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

"Contractor"

City of Glendale, an Arizona
municipal corporation

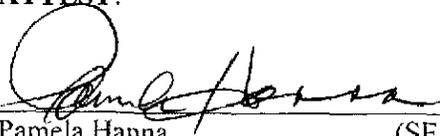
Con-Wal, Inc. dba Southwestern
Sales Company, a Mississippi corporation



By: Brenda S. Fischer
Its: City Manager

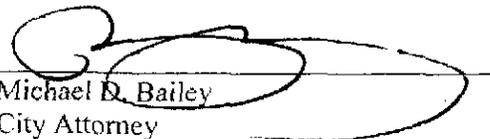
By Julie M. Hines
Its: President

ATTEST:



Pamela Hanna (SEAL)
City Clerk

Approved as to Form



Michael D. Bailey
City Attorney

EXHIBIT A

CITY OF TUCSON INVITATION FOR BID

INVITATION FOR BID NUMBER: 120445

BID DUE DATE: FEBRUARY 6, 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: LANDFILL COVER TARPS

PRE-BID CONFERENCE DATE: JANUARY 27, 2012
TIME: 9:00 A.M., LOCAL AZ TIME
LOCATION: CITY HALL, PROCUREMENT CONFERENCE ROOM
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

CONTRACT OFFICER: VICTORIA CORTINAS, C.P.M., CPPB
TELEPHONE NUMBER: (520) 837-4140
Victoria.Cortinas@tucsonaz.gov

Interested bidders may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of the solicitation and any future amendments may also 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.

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.

****NOTICE****

Effective July 1, 2009, the City will no longer mail Notices of available solicitations via the U.S. Postal Service. Email notifications will be provided to those vendors that have updated their vendor record and selected email as their preferred delivery method. For information on how to update your vendor record, please visit www.tucsonprocurement.com, click on What's New? and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

VC/sd
ISSUE DATE: JANUARY 17, 2012

PRICE PAGE

DESCRIPTIVE LITERATURE: All bids/offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted to ensure compliance with the requirements. Failure to include this information may result in the bid/offer being rejected.

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

Description	Est. Annual Quantity	Unit Price	Extended Price
Landfill Cover Tarps, as per requirements	5 Each	\$ 3,935.22	\$19,676.10
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
After July 1, 2012 - Landfill Cover Tarps, as per requirements	Up to 9 Each	\$ 3,935.22	\$35,416.98
<u>Southwestern Sales tarpARMOR</u> <u>Model L/ADC40X100 ATM w/</u> <u>tarpLOX Structural Support System</u> Mfg./Model Number			
<u>tarpLOX hardware – 1 yr. ADC tarp – 30 days</u> Standard Manufacturer's Warranty			

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 21 days.

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 21 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
- If yes, can commercial payment(s) be made online? Yes No
 - Will a third party be processing the commercial credit card payment(s)? Yes No
 - If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - 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.

CONTRACT AMENDMENT

①

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: DECEMBER 10, 2013

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: TWO (2)
PAGE 1 of 1
JM
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

LANDFILL COVER TARPS

Pursuant to Contract No. 120445, Special Terms and Conditions, Section 2, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of March 1, 2014 through February 28, 2015.

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

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

Shannon D. Harrop 12/11/13
Signature Date

Shannon D. Harrop, Corp. Sec./ OpsMgt
Typed Name and Title

Southwestern Sales Company
Company Name

PO Box 1257, 3221 N. 2nd St.
Address

sharrop@tarpARMOR.com
Email Address

Rogers AR 72757, 72756
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 12th DAY
OF December, 2013, AT TUCSON, ARIZONA.

[Signature]
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:

Southwestern Sales Company
Company Name

Name: Shannon Harrop

PO Box 1257, 3221 N. 2nd St.
Address

Title: Corporate Secretary / Operations Manager

Rogers AR 72757
City State Zip

Phone: 479-636-6943


Signature of Person Authorized to Sign

Fax: 479-636-4718

Shannon Harrop
Printed Name

E-mail: sharrop@tarpARMOR.com

Corporate Secretary / Operations Manager
Title

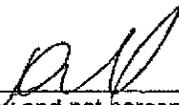
ACCEPTANCE OF OFFER

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. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this 21st day of Feb, 2012.

Awarded this 17 day of February, 2012.


As Tucson City Attorney and not personally


Mark A. Neihart, C.P.M., C.P.F.B., A.P.P., CPM
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: DECEMBER 14, 2014

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 1 of 2
CQ
CONTRACT OFFICER: KYLE PASEWARK

THIS CONTRACT IS AMENDED AS FOLLOWS:

LANDFILL COVER TARPS

1. Pursuant to Contract No. 120445, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of **March 1, 2015 through February 28, 2016.**

→ 2. **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.

3. 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."

4. 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.

SH

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: DECEMBER 14, 2014

CONTRACT NO.: 120445
CONTRACT AMENDMENT NO.: THREE (3)
PAGE 2 of 2
CQ
CONTRACT OFFICER: KYLE PASEWARK

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

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

Shannon D. Harrop 12/16/14
Signature Date

Shannon D. Harrop, Corporate Secretary
Typed Name and Title

Southwestern Sales Company
Company Name

P.O. Box 1257 Rogers, AR 72757
Address

sharrop@tarparmor.com
Email Address

Rogers Arkansas 72757
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 18th DAY
OF December, 2014, AT TUCSON, ARIZONA.

Nathan Lyon
As Director of Procurement and not personally



tarpARMOR Automated Tarping Machine ADC Tarp with tarpLOX Specification

Fabric Physical Characteristics – 9.4 oz PP

Color	White
Construction	27.8 X 24 Woven Polypropylene
Thickness	30-35 mils (approx.)
Weight	9.4 oz/yd ²
Tensile Strength	535 lbs. warp X 575 lbs. fill (ASTM D-4632)
Tear Strength	195 lbs. warp X 225 lbs. fill (ASTM D-4533)
Puncture	285 lbs. (ASTM D-4833)
Burst Strength	900 p.s.i. Mullen (ASTM D-3786)
U.V. Resistance	80% after 1200 hours (ASTM D-4355)
Flammability	Class "A". Complies with ASTM E-84

Tarp Ballast and Structural Support System

Both sides of the tarp must be finished with side pockets with no less than a 4 inch opening to contain 3/8 inch proof coil lateral chains. The chains shall run continuously the full length of the tarp plus extend two (2) feet additional beyond each end of the tarp to attach to the Automated Tarping Machine (ATM) spindle and/or additional tarps.

Both ends of the tarp shall include five or six (depending on ATM design) straps to attach the tarp to the ATM spindle. The straps shall be constructed from two inch seat belt webbing with a usable length of 24 inches. The straps shall be double folded with Dee ring loops on the end for attaching to the spindle. Each strap shall extend onto the tarp fabric a minimum of 14 inches and be reinforced with a 12 inch by 12 inch patch of base material.

Transverse sleeves shall run across the width of the tarp, spaced no more than twelve feet between sleeves. Each sleeve shall have no less than 4 inch openings to contain the 7/8 inch diameter 6X19 steel cable. The ends of each sleeve shall be reinforced with at least eight inches of RFL fabric turned over with two inches exposed as a cuff. Cables may be installed in each sleeve or every other sleeve depending on site conditions.

The transverse sleeves are to be attached at each fabric panel splice. The panel splice joints shall be spaced no more than 12 feet apart and sewn together with double needle J-Seam construction. Two inch polypropylene seatbelt webbing shall reinforce the sewn seam. All sleeves and stitching shall be on the top side of tarp so no thread is directly exposed to the working surface.

The 7/8 inch cables shall be positively attached to the lateral chains on each end of the cable with a bolted connection. Each end of the cable shall be connected to the lateral chains with 3/8" diameter button head bolts. The bolts shall penetrate through the tarp fabric and chain link to make a positive connection. The bolt must be capped with a heavy fender washer and nylon insert locking nut.

LIMITED WARRANTY

Southwestern Sales Company warrants all Alternative Daily Cover (ADC) materials to be free from defects in material and workmanship under normal use and service for a period of thirty (30) days.

If, during the warranty period, ADC material or components are found to be defective, Southwestern Sales Company will repair or replace, at its option, the defective item(s). Freight charges and labor expenses for installation of the replacement item(s) are not covered in this warranty. Southwestern Sales Company does not warrant ADC fabric against shrinkage and, in the case of black fabric, to be opaque. **THIS REMEDY OF REPAIR OR REPLACEMENT OF DEFECTIVE MATERIAL IS EXCLUSIVE OF ANY OTHER REMEDY THE PURCHASER MIGHT HAVE UNDER LAW AND IS IN LIEU OF ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF IMPLIED WARRANTIES AND SAID INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.**

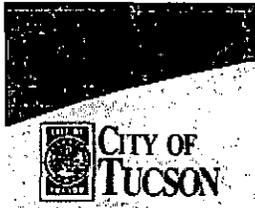
ALL OTHER WARRANTIES, INCLUDING SPECIFICALLY THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THE EXPRESS WARRANTY SET OUT ABOVE. No person is authorized to give any other warranties or to assume any other liability on behalf of Southwestern Sales Company unless made in writing by Southwestern Sales Company.

LIMITED WARRANTY

Southwestern Sales Company warrants all **tarpLOX Structural Support Components (tarpLOX)** to be free from defects in material and workmanship under normal use and service for a period of one (1) year.

If, during the warranty period, **tarpLOX** components are found to be defective, Southwestern Sales Company will repair or replace, at its option, the defective item(s). Freight charges and labor expenses for installation of the replacement item(s) are not covered in this warranty. Southwestern Sales Company does not warrant ADC fabric against shrinkage and, in the case of black fabric, to be opaque. **THIS REMEDY OF REPAIR OR REPLACEMENT OF DEFECTIVE MATERIAL IS EXCLUSIVE OF ANY OTHER REMEDY THE PURCHASER MIGHT HAVE UNDER LAW AND IS IN LIEU OF ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF IMPLIED WARRANTIES AND SAID INCIDENTAL OR CONSEQUENTIAL DAMAGES ARE HEREBY EXPRESSLY EXCLUDED.**

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Department of Procurement

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[Co-op Partners](#)

Vendor Information

[Co-op Agreement](#)

Vendor Name: Southwestern Sales Company
Vendor Address: P.O. Box 1257
3221 N. 2nd Street (72756)
Rogers, AR 72756
Vendor Contact: Shannon Harrop
Phone: 4796366943
Fax: 4796364718
Email: sharrop@tarparmor.com
Website: none

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PRICE PAGE

DESCRIPTIVE LITERATURE: All bids/offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall have sufficient detail in order to allow a complete evaluation of the bid/offer submitted to ensure compliance with the requirements. Failure to include this information may result in the bid/offer being rejected.

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<u>tarpLOX hardware – 1 yr. ADC tarp – 30 days</u> Standard Manufacturer's Warranty			

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



Southwestern Sales Company

P.O. Box 1257
Rogers, AR 72757-1257
www.swsalesco.com

479-636-6943
800-636-1975
FAX: 479-636-4718

Ernie Ruiz Jr
City of Glendale, AZ
LF/MRF Superintendent

December 18, 2014

To Whom It May Concern:

Con-Wal, Inc. dba Southwestern Sales Company is a Mississippi corporation located in Rogers, Arkansas.

We are not registered with the ACC due to the fact the business we conduct in Arizona is limited to interstate commerce and per A.R.S. 1501, item 11; we are not required to register. We have no offices, facilities, or salespeople in Arizona.

Please let us know if you need any further information.

Respectfully submitted,

Julie M. Hines

President