



**CITY OF
TUCSON**

**DEPARTMENT
OF
PROCUREMENT**

CONTRACT #120576

**REFUSE AND RECYCLING CONTAINER
SOLUTIONS AND RELATED PRODUCTS**

TOTER LLC

**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.cityoftucson.org

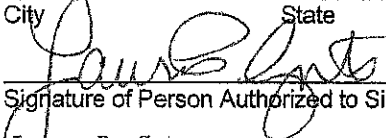
OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

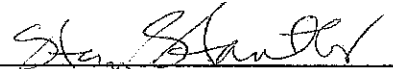
Toter LLC
Company Name
841 Meacham Road
Address
Statesville NC 28677
City State Zip

Signature of Person Authorized to Sign
Laura P. Gates
Printed Name
Vice President, Contract Management
Title

Name: Kellie Clark
Title: Senior Bids/Contract Management
Phone: 800-424-0422
Fax: 704-878-0734
E-mail: kclark@toter.com

ACCEPTANCE OF OFFER

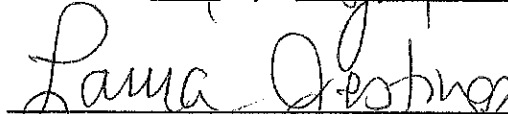
The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 120576-01.

Approved as to form this 31 day of Jan, 2012³


As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 31 day of Jan, 2012³


Mark A. Neihart, C.P.M., CPPB, A.P.P., CPM
As Director of Procurement and not personally

December 20, 2012

Kellie Clark
Toter
P.O. Box 5338
Statesville, NC 28677

Sent this day via email to:
KClark@toter.com

**Re: City of Tucson RFP #120576
Refuse and Recycling Container Solutions and Related Products
Negotiation Confirmation Letter**

Dear Ms. Clark:

Based on previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Specifically, you are asked to provide written confirmation by signing the concurrence line below. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in this document, Toter must specify such in a written response to this request.

A. Order of Precedence:

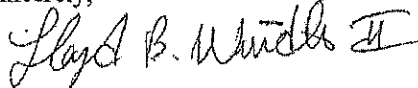
The following documents comprise the order of precedence of the executed contract.

1. Negotiated Confirmation Letter dated December 20, 2012.
2. Firm's Response to Request for Revised Offer
 - a. Toter's Revised Offer dated December 4, 2012.
3. Firm's Response to Interview Agenda
 - a. Toter's Response to Interview Agenda Questions dated November 13, 2012.
4. Firm's Response to Request for Proposal
 - a. Toter's Request for Proposal Response.

Your response to this letter must be received by the City's Department of Procurement on or before December 21, 2012 at 4:00 PM local Arizona time.

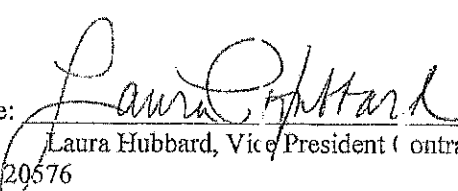
The City of Tucson appreciates your interest in this contract. If you should have any questions, please do not hesitate to contact me at (520) 837-4105.

Sincerely,



Lloyd Windle II, C.P.M.
Principal Contract Officer

Concurrence:


Laura Hubbard, Vice President (Contract Management

Date:

12-21-12

c: File No. 120576

December 10, 2012

Ms. Kellie Clark, Senior Bids/Contract Management
Toter LLC
841 Meachem Road
Statesville, NC 28677

Sent this day via email to:
kclark@toter.com

**RE: City of Tucson RFP #120576 - Refuse & Recycling Container Solutions & Related Products
Notice of Intent to Negotiate**

Dear Ms. Clark,

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting Toter to enter into contract negotiations. The City has reviewed Toter proposal and would like to discuss the items listed in the Agenda below via a teleconference phone call scheduled from 1:00 p.m. to 2:00 p.m. Arizona Local Time on Monday, December 17, 2012.

Attendees:

The City of Tucson as well as National Intergovernmental Purchasing Alliance (National IPA) will be present for negotiations as follows:

City of Tucson:

Lloyd B. Windle II, Principal Contract Officer

National IPA:

Sarah Vavra, AVP National Contracts

Toter:

Laura Hubbard, Vice President - Contract Management

Jim Pickett, Vice President - Sales

Skip Lynn, Division Manager

Rob Vezina, Regional Manager

Joe Futcher - President

John Regan - Vice President - Finance

Kellie Clark - Sr. Manager - Bids and Contracts

Agenda:

Please be prepared to discuss in detail the following topics.

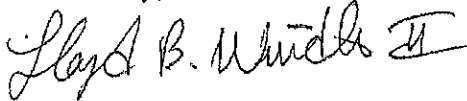
1. Please identify and provide current pricing for any equipment and software required for an RFID program.

2. The City requests a commitment from Toter to conduct quarterly meetings with Environmental Services to discuss current issues and concerns as well as forecast future needs to ensure Toter has sufficient inventory of bar codes, etc. on hand.
3. Discussion and definition for when additional discounts are applicable.
4. Discussion on Warranty.
5. Discussion on 1% parts for program for participating agencies.
6. Discussion of options when responding to a solicitation for products covered under the City's contract (National IPA Exhibit A).

The Notice of Intent to Negotiate is not an intent to award a contract and does not establish any contractual relationship between Toter and the City of Tucson. Its intent is to notify the affected parties that the City will engage in negotiations. In the event that the City is not able to negotiate a satisfactory contract with your firm, the City will formally terminate negotiations.

If you have any questions, please feel free to contact me at 520-837-4105 or by email at Lloyd.windle@tucsonaz.gov

Sincerely,



Lloyd B. Windle II, C.P.M.
Principal Contract Officer



December 4, 2012

Mr. Kyle Pasewark
Contract Officer
Department of Procurement
City of Tucson
City Hall
255 W. Alameda
PO Box 27210
Tucson, AZ 85726-7210

Subject: Request for Proposal #120576 –
Refuse and Recycling Container Solutions and Related Products
TOTER RESPONSE TO "REQUEST FOR REVISED OFFER"

Dear Mr. Pasewark,

Thank you for your request for clarification of items within Toter's response to the above-referenced RFP. We have restated the question and answered each question below.

1. **Warranty:** Describe all circumstances, including any incompatible lifting mechanisms that would constitute exclusion under the warranty. How and where are carts evaluated for warranty claims?

ANSWER: Toter's longstanding ten (10) year un-prorated Warranty provides for free replacement parts for any component that fails under the Warranty's coverage terms. Because semi-automated cart lifters and fully automated cart grabbers are hydraulically powered machines that clamp onto or grab around plastic carts, and these devices can be improperly installed or adjusted so as to damage a fully serviceable cart, or warranty does exclude such damage. A copy of our standard warranty is included in our original proposal.

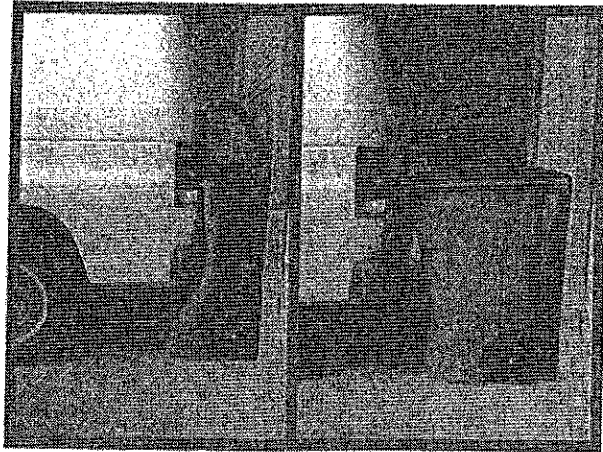
We have two policies for dealing with warranty claims:

- A. For fewer than 100 parts claimed at one time, we generally do not inspect the parts nor ask for photographs.
- B. For claims exceeding 100 parts and when a customer reports failure issues he or she is concerned about, we visit the customer to observe the carts being collected and to inspect broken parts already removed from service. The goal is to identify any cart/lifter interface problems so as to eliminate further damage.

In either instance, warranty claims are processed using our standard electronic submittal form.

2. **Compression Test:** The City's refuse vehicles lifting mechanism (universal arm) are required to operate with refuse container sizes that range from 35 gallons to 300 gallons. What assurances and/or documentation can you provide to demonstrate that the containers offered will operate with various lifting arms and containers sizes without experiencing breaks, cracks, damage, blowouts, deformed shape, etc.? The independent testing requirement has been removed from the solicitation.

ANSWER: Toter carts have been used with every brand/make of semi and fully automated cart lifter offered for sale in the U.S. in the past 30 years. As discussed in our presentation, the combination of Toter's stress free Advanced Rotational Molding process and Medium Density Polyethylene (MDPE) resin, with 30 times the flexibility and elongation of High Density Polyethylene (HDPE), means Toter Carts can withstand squeezing by automated grippers better than injection carts can. All of our carts are "Universal" in design, meaning they conform to the ANSI dimension standard for Semi-Automated collection (ANSI Type "G"). Trucks and lifters that conform to these same national standards ensure correct handling of all of our cart sizes.



3. **Order Lead Time:** Describe your commitment to ensuring delivery of containers within 45 days of order.

ANSWER: Toter maintains a detailed production forecast and schedule to meet the municipal solid waste industry's normal delivery demands. In addition to scheduling large municipal rollouts according to each city's specific needs, Toter maintains 3 to 4 week production slots for the unexpected, faster turnaround, small orders. In addition to our current, industry's largest manufacturing capacity, we anticipate a 2013 increase in capacity of more than 10%.

4. **Bar Codes:** Describe the system in place to manage the inventory of bar codes, and hence the availability, so that the manufacturing process is not delayed.

ANSWER: Toter orders custom coded Bar Code labels for the small number of cities who use them. For Bar Codes that are specific to a calendar year, we proof the new year's Bar Code in advance so that we can order them with a shorter lead time once the new order is received. Based on the size of purchase orders committed to in writing, Toter can order and inventory Bar Code labels to reduce future manufacturing lead times.

5. **Serial Numbers:** How and when will agencies receive a list of the serial numbers for containers that are delivered? Can this be provided electronically? Please describe how the reporting of accurate serial numbers is impacted by the production of defective carts during manufacturing process.

ANSWER: Toter will match a unique, custom Bar Code label number (which does not match the Cart's hot stamped Serial Number) to the Cart's Serial Number during manufacture. This list of Serial Numbers and corresponding Bar Code numbers will be forwarded electronically to our customers within 5 business days of the completion of the order. Any cart that is scrapped in manufacture will be replaced by a new cart that has the same Serial Number as the scrapped cart. Whatever unique Bar Code label is on the replacement cart will be scanned to that cart's serial number in our manufacturing database for forwarding to the customer. Therefore, the normal process of scrapping a small number of carts during manufacture will not affect our cart identification data.

6. **1% Parts Supplement:** Describe how and when the 1% parts is delivered. Include in your discussion the impact if a truckload of containers is ordered.

ANSWER: Customers who ask for the non-standard option of 1% parts with their orders will be priced accordingly. The parts will be included with each truckload shipment unless the customer agrees to a "bulk" delivery of the parts during a larger cart rollout. We anticipate that 1% parts on a normal truckload order will not reduce the number of carts on that truckload.

7. **Submit your slide presentation.** If you feel any of the material presented is confidential, please label as such and provide detailed justification as to why.

ANSWER: Attached.

8. **Product and Service Lines:** As mentioned in the interview, the intent of the eventual contract is for your entire product and service catalog to be available to participating agencies. In your revised offer, please submit for consideration, evaluation, and contract inclusion your entire product and service offering.

ANSWER: Our product and service line is included in our original proposal to the City (August 3, 2012).

9. Revised Pricing:

- a. Submit pricing and the pricing model for additional product and services offered.
- b. Submit revised pricing for the items contained on the attached Request for Revised Offer Price Page. At a minimum, submit the requested pricing for Group IV which was added to the price page. If you elect to not submit revised pricing for Groups I, II and/or III, the most recent pricing will be used for evaluation purposes.

ANSWER: These items are attached.

10. Price Adjustment: Provide an example of your proposed method for requesting a price adjustment. Include in your discussion the mathematical formula, the proposed index and supporting documentation that would be submitted.

ANSWER: Attached.

In reference to the Offer and Acceptance section of this contract that provides, "In order to allow for adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposals due date and time", which was August 3, 2012, Toter does commit to an additional sixty (60) day extension, with the opportunity to revise our offer prior to award of the contract.

Please feel free to contact me in the event of further questions, needs, or next steps in this process.

Sincerely,

Toter, LLC



Kellie K. Clark
Sr. Manager, Bids and Contracts

/kkc



November 13, 2012

Mr. Kyle Pasewark
Contract Officer
Department of Procurement
City of Tucson
City Hall
255 W. Alameda
PO Box 27210
Tucson, AZ 85726-7210

Subject: Request for Proposal #120576 –
Refuse and Recycling Container Solutions and Related Products
TOTER RESPONSE TO "INTERVIEW AGENDA" QUESTIONS

Dear Mr. Pasewark,

Per your request, we are forwarding answers to the below questions to your attention so that you may pass these answers to the persons attending Toter's Interview Session. I have copied the questions below in **bold black**, and answered in green.

3. **Product Requirements, 1% Replacement Parts:** Please explain what checks and balances Toter has put into place to ensure delivery of 1% **Supplementation of Parts.** Provide information on what a participating agency would have to provide in order to request 1% **Supplementation of Parts** with their order.

Toter will flag the City of Tucson's account in our system to include the 1% spare parts with each cart order. The spare parts would be included on the order so that the City could review on the order acknowledgement and notify their Customer Service Representative if they have questions or notice it is not included on the order. For other participating agencies, they will be responsible for requesting the spare parts, which we can include on our quote to them, and in turn, the agencies would also need to include the requirement for the spare parts on their PO to Toter.

- a. **Service Requirements, Delivery:** Describe how you will manage and guarantee that all orders received will be delivered within 45 days. Are lead times affected by agencies ordering non-standard options? If so, describe. Describe your proposal to help the City forecast orders.

Toter will manage meeting the City of Tucson's delivery within 45 days by working closely with the using agency to forecast needs as far in advance as possible. We suggest having a monthly call with the appropriate City representative, Toter Regional Sales Manager and Toter Customer Service Representative to discuss current cart inventory and determine timing for when the next order would need to be delivered.

Lead-times are affected by agencies ordering non-standard options. Some custom options can take 4-6 weeks for us to receive from our suppliers and therefore would require additional time to deliver from receipt of order. Order quantities also affect the lead-time as orders for 5,000 or more carts require more time for delivery than truckload orders.

4. Serial Numbers:

- b. What steps has Toter taken to ensure that Electronic Serial Number reports are provided within 3-5 business days?**

Toter's factory system provides a record of serial #'s by truck load, and this record is downloaded to the IT server. Information is then stored on an internal public drive. Upon request, Toter's Customer Service Representative may obtain and forward these reports to the customer within the 3-5 business days.

For Electronic Serial Number Reports compiling these numbers with addresses during distribution of carts to residents/addresses, the traditional system of manually recording cart serial numbers at each address and UHF RFID scanning to addresses are both available. Toter requires an electronic address listing from the Participating Agency, by route,, street number,, street name, and any additional information (account numbers, etc.) as required by the Agency. Manually recorded serial numbers are delivered as an Electronic File/Report within 3 to 5 business days and RFID scanned delivery records within 2 days. Completed files are audited for errors and duplications, which the delivery crew corrects. Delivery discrepancies identified during the data reconciliation can be corrected the following day.

- c. Provide some examples of how Toter and the City can work together so that these reports are provided at time of delivery.**

Participating Agencies' communication of all required serial number reports to Toter, in advance of order entry, is critical.

Advance planning between Toter and the City about delivery policies for multi-family units, trailer parks, public housing and businesses is also crucial, along with advanced coordination of the address listing format that the City provides to Toter. Timely completion of citizens' selection of cart sizes in advance of "Pay As You Throw" and subscription based rollouts is needed. Also, the presence of a knowledgeable City staff member with the Assembly and Distribution Crew resolves address issues on the spot.

5. Price Proposal:

- a. Additional Discounts: Define and describe any thresholds, parameters, volume order sizes, etc. that qualify for pricing lower than the master agreement pricing offered.**

With 37 different participating agencies with sales totaling more than \$300,000, Toter has been very successful using this contract for larger volume projects. We feel our success can be attributed to having flexibility to

offer pricing lower than master agreement pricing when the circumstances of the individual project warrants. With this flexibility and our already aggressive master agreement pricing, we do not feel additional discounts are in the best interest of the participating agencies or Toter.

- b. **Small Order Size:** There are participating agencies whose needs would not equate to the proposed minimum order size of 100 containers. Is Toter amenable to offering and fulfilling orders sizes of less than 100 containers and if so, what are the parameters of the program? How would this impact the containers costs?

Toter's minimum order quantity is 100 carts, with all 100 carts being of the same model/size, color, markings and features. However, Toter would consider orders for a minimum of 50 carts per order, but only for certain models, and colors (standard solid Black, Green, or Gray), without markings (no hot stamps, IMLs), and without any options (alternate wheels, Granite or other colors). Toter will provide a hot stamped serial number at no charge on each cart (to complement Toter's warranty procedures and customer inventory purposes). We can amend our price list to include this offering at a higher price for those quantities.

- c. **Price Adjustment:** Provide details of the proposed price adjustment language offered. Include in your discussion any formula, index, etc. utilized to justify/support a proposed price adjustment during the term of this contract.

Toter requests to continue to review pricing at 6 month intervals, with plastics products pricing based on the Plastics News and/or Chemical Data indices (both respected indices revealing the market pricing of polyethylene resin, the main material used in manufacturing Toter containers). Toter uses the resin weight of each container multiplied by the change in the resin index for the time period being considered. We also request 6 month intervals for review of fuel for Toter services such as Assembly/Distribution, and Cart Maintenance, based on the U.S. Energy Information Administration (EIA)'s index for Gasoline and Diesel market prices. Toter also requests the use of the Department of Labor Statistics' Consumer Price Index, for the review Toter services of Assembly/Distribution, Cart Maintenance, and RFID products/systems and services. Lastly, RFID equipment pricing is subject to change based upon fees related to technology changes.

6. **Hot Stamps:** Please clarify if the City and its participating agencies will be paying an additional fee for Hot Stamps "Standard Marking's". If so, what is the minimal charge?

Participating Agencies will pay an additional fee for hot stamps at \$0.25 per each application of the hot stamp, plus a \$300.00 one-time hot stamp die fee for each new hot stamp design that has never been created.

7. Describe Toter's Corporate, Pricing and Sales Commitments outlined in Attachment A, Exhibit A, 2.0.

All Toter's resources are in place for a seamless transition, requiring less than the 10 days allowed to notify all Field Sales, Sales Service Representatives, and Upper Management (including extensive backing and authorizations from our Wastequip corporate management). Toter staff and sales force is most eager to continue this contract. Within 30 days, Toter will update marketing materials to announce our re-award of this contract and update our website information.

Our sales force is eager to notify customers and forecasted customers concerning this re-award, possibly bringing sales out of "limbo" due to the impending current end date (within December 2012), and awaiting the result of this proposal process. The Sales Team is already extensively trained to promote the Master Agreement at sales calls and in project situations with a rapid rate of success. Toter seeks to continue that flow and improve upon it, with a second award. Each new Participating Agency listing/update, frequently provided by National IPA, is already being forwarded to our Field Sales, with the new agencies highlighted for them. They use these listings as a current source of lead generation by knowing the Agencies that have already accepted and used the Master Agreement from other National IPA Suppliers. This proves to be most helpful insight/substantiation for persuading Participating Agencies to use Toter's Master Agreement.

Plans are underway to require Toter Field Sales Managers to make overture for more face time and communication with their respective National IPA Representative. We recognize the extensive level of expertise and resources that the National IPA Representatives possess, and when coupled with our Toter Field Sales' expertise and resources, they may better support each other, assisting with difficult situations and sales in a team effort. Toter Field Sales will be required to meet face to face with their National IPA Representative on a quarterly basis, and make contact by phone each month. We anticipate that these plans will be fully implemented within the first 30 days of the new contract period.

As we have done throughout our current contract with National IPA, we will continue to approach our customers with this Master Agreement as our "go to" in Cooperative Purchasing. We will also continue to endeavor to transition our current contracts to the National IPA Master Agreement mindset. Our philosophy, even prior to our initial Award of this Master Agreement, is to prevent a bid if at all possible. Our Master Agreement pricing is the lowest pricing available. There are no contracts that are lower priced.

Toter is most proud of our National IPA Participating Agencies, cultivated between the start of this contract in January of 2008 and through current day. We are pleased to still be adding Participating Agencies, even in the wake of what appears to potential customers to be an ending of a contract and a period of "limbo" for committing to this contract at this time, for more than one-time purchases that have delivery timeframes that are soon.

Toter looks forward to the interview on Thursday, November 15, 2012, at 9:00 am.

Sincerely,

Toter, LLC

Laura P. Hubbard
Vice President, Contract Management

LPH/kkc



October 15, 2012

Mr. Kyle Pasewark
Contract Officer
Department of Procurement
City of Tucson
City Hall
255 W. Alameda
PO Box 27210
Tucson, AZ 85726-7210

Subject: Request for Proposal #120576 –
Refuse and Recycling Container Solutions and Related Products
TOTER RESPONSE TO "REQUEST FOR CLARIFICATION"

Dear Mr. Pasewark,

Thank you for your request for clarification of items within Toter's response to the above-referenced RFP. We have restated the question and answered each question below.

GENERAL REQUIREMENTS

1. (3.3) Submit any and all information on your warranty program.
 - a. Who determines warrantable parts and how is it determined?

Toter's warranty claim process is efficient and user-friendly. A Warranty Specimen, sample claim form, and instructions were included with our bid response for review. To submit a Warranty claim, the claims are to be submitted directed to Toter. All potential warranty claim carts are to be stored together. The Participating Agency can prepare a list of carts (using the form submitted within our submitted proposal, and readily available to any customer in Excel format by contacting Toter), stating the cart serial numbers that are being claimed for warranty adjustment, the date taken out of service and a brief description of the failure. Photos should be taken as samples of the failures and emailed with the completed Warranty claim. Claims may be submitted to Toter via email to the customer's Sales Service Representative or via a central email (cs@toter.com). Claims may also be faxed, and assistance is available at 800-424-0422 (toll free). Once Warranty claims are submitted to Toter's Customer Service department, they are processed and reviewed by the Warranty Administrator. Warranty claim resolution and subsequent warranty replacement containers or components shipments are usually transacted within 30-45 days. Toter may, at its discretion, send a Toter Regional Manager or other personnel to review the damaged containers. Toter will notify the Participating Agency of its findings in writing, and if damage is not due to defective components, make recommendations such as to possibly prevent future damage to containers. Toter's Customer Service Manager and/or Vice President of Contract Management will review this information and assist in expediting decision.



b. How would a tie breaker be determined?

In the event that Toter and the City (or Participating Agencies) cannot reach agreement, the matter will be referred to third party counsel. However, it is important to note that Toter has never had disagreements in warranty resolutions, and has never had to result to third party counsel. We are always able to resolve warranty issues directly with the customer, resulting in mutual agreement.

c. Are the Answers to the 2 previous questions for Tucson only or will it be the same on the national scale?

Toter's answers to the 2 previous questions are for the City of Tucson, and also the same for Participating Agencies on a national scale.

PRODUCT REQUIREMENTS

2. (2.1) 1% Supplementation of Parts: The expectation is that the eventual Contractor will supply the required percentage of replacement parts to all Participating Agencies. This requirement is a value-add that provides agencies the ability to provide timely repairs to the community.

a. Will Toter offer this program to all Participating Agencies including the City of Tucson?

Toter understood this requirement to be specifically for the City of Tucson and not required by all Participating Agencies. This is not a standard request, and not every Participating Agency would need these extra parts. However, if any Participating Agencies, other than the City of Tucson, need 1% spare parts with any order(s), we can add that option to the cart pricing options for all Participating Agencies to choose from as needed.

TECHNICAL REQUIREMENTS

1. Color

a. Confirm that your offer meets and /or provide written responses to the requirements contained in the Scope of Work.

Assuming that the City is referring to Section 7.1 of the specifications, Toter meets the requirements within Section 7.1, including 7.1.1, 7.1.2, and 7.1.3. The Pantone colors listed very closely match Toter's standard colors, which are colors that have already been chosen by the City of Tucson. These same colors are also provided for current and future Participating Agencies. Other non-standard colors may also be provided, upon request of the City of Tucson and/or Participating Agencies, and Toter has offered that provision in our National IPA Pricing Options.

SERVICES

3. (6.1) Provide a detailed response illustrating how your firm will meet the service requirements of this solicitation.

a. Please describe Toter's ability to meet the City's required 45 day guarantee.

We are pleased to agree to a 45 day delivery timeframe for the City of Tucson, AZ. Using all our resources for production and shipping options, we seek to deliver product to Participating Agencies (and all Toter customers) within timeframes to meet their needs. Toter will certainly work with the City to help

forecast its needs in advance of orders. Because of non-standard options for the City's carts, and items that must be ordered in advance of cart production (such as Custom Bar Code/Serial Single Graphic, Heat Transfer Labels, In-Mold Labels), if we can forecast the needs of the City in advance, there will be no delay in production and we can then meet the 45 days delivery timeframe as required.

4. (6.7) Asset tracking, inventory control, and work order MGMT.

- a. Describe the guaranteed electronic serial number break down delivery.
- When will the City receive these breakdowns?

Manually recorded serial numbers (to addresses) are keyed into the electronic database after the delivery of each route. Complete project data will be made available, in an electronic format to the City within 3 to 5 business days of the last delivery. Any discrepancies found during the final data review will be rechecked in the field, with connected data made available within 5 additional business days.

For RFID scanned data, delivery data is uploaded daily. The entire database will be provided to the City within 2 to 3 business days of the last delivery. Any discrepancies found during the final data review will be rechecked in the field, with connected data made available within 5 additional business days

PRICE PROPOSAL

1. (1.6) Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

- a. Provide a breakdown for proposed additional discounts

Toter has provided very aggressive truckload pricing that is based on the aggregate volume of all the Participating Agencies. In the past, for larger projects, we seek to offer our lowest pricing based on delivery timeframes, and other circumstances that may affect pricing. In certain large projects with competitive strategies, pricing may be offered as lower than Master Agreement pricing. We have found that offering discounts off the base price for large projects gives us the opportunity to be flexible in competitive situations as required.

- b. Provide a pricing structure for agencies wishing to order less than 100 carts.

Toter's minimum order quantity is 100 carts, with all 100 carts being of the same model/size, color, markings and features.

REVISED PRICE PAGE

5. Group II, Hot Stamps

- a. (6.7) Cart Customizations and Options listed under the Service's Section of the proposal states that hot stamps are the industry standard and because of that are provided at no additional charge.

- Please verify that the city receives hot stamps at no additional charge
This statement should have read, "hot stamps are standard markings and are provided at minimal charge".

- Will the national market receive the same offer?
Yes, the Participating Agencies will receive the same offer.

In reference to the Offer and Acceptance section of this contract that provides, "In order to allow for adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposals due date and time", which was August 3, 2012, Toter does commit to an additional sixty (60) day extension, with the opportunity to revise our offer prior to award of the contract.

Please feel free to contact me in the event of further questions, needs, or next steps in this process.

Sincerely,

Toter, LLC

A handwritten signature in black ink that reads "Kellie K. Clark". The signature is written in a cursive style with a large initial "K".

Kellie K. Clark
Sr. Manager, Bids and Contracts

/kkc

Cc: Sarah.Vavra@nationalipa.org
lhubbard@wastequip.com



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

August 16, 2012

Laura Gates, Vice President
TOTER
841 Meacham Rd.
P.O. Box 5338
Statesville, NC 28677

Sent via e-mail this day to: lgates@toter.com

Subject: Request for Proposal (RFP) No. 120576, Refuse and Recycling Container Solutions and Related Products – Request to Designate Confidential Information is Denied

Dear Ms. Gates:

The City of Tucson has acknowledged your request to designate confidential information with respect to the above referenced RFP. Specifically, your proposal was stamped "Confidential" for the following items:

TOTER Proposal Evaluation Requirements:

- Product Requirements section 4.2
- Price Proposal section 1.3, 1.4
- Services section 6.7
- Qualification and Experience section 1.2, 1.7, 1.8, 1.9

TOTER Business Management System Manual:

- Comprehensive Report
- Municipal References

TOTER National IPA Responses:

- Supplier Qualifications section 3.1 D, E
- Sales Personnel
- Toter Roll Cart Optional Latches
- 45 Gallon Dome Top Drawings
- Marketing and Sales section C, G, K, M, N
- Gear Tight Cart Drawings
- Molded Plastic Front Load Container
- Inspection and Quality Control Policies and Procedures

All proposals submitted to the City in response to an RFP become public information unless a request for confidentiality is granted. In accordance with RFP No. 120576, Instruction to Offerors, Section 12, and the Tucson Procurement Code, Section 28-5(1), you, the offeror, must identify that information and justify the request for confidentiality. A general blanket statement of confidentiality is not acceptable. Additionally, price is NOT entitled to a determination of confidentiality and will not be upheld.

If it is your intent to request that the City hold specific information confidential, please submit your written request to the City of Tucson, Procurement Department, by Wednesday, August 22, 2012, 4:00 p.m., local Arizona time. You may fax your request to my attention at (520) 791-4735.

If you have any questions regarding this letter, please contact me at (520) 837-4103.

Sincerely,

Kyle Pasewark
Contract Officer

KP/sd

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.cityoftucson.org

From: Kellie Clark <KClark@toter.com>
To: "kyle.pasewark@tucsonaz.gov" <kyle.pasewark@tucsonaz.gov>, "sharon.donah...
CC: Laura Gates <LGates@wastequip.com>
Date: 8/24/2012 6:28 AM
Subject: Tucson/National IPA RFP No. 120576 - Toter Response to Denial of Confidential Info

Kyle,

Thank you for the opportunity to provide clarification regarding Toter's RFP Proposal No. 120576. Specifically, I am sending this email to answer questions posed by the City of Tucson (in your letter of August 16, 2012) referencing Toter's submitted confidential information.

I have listed the items in question below, with explanations, for the City's consideration:

1. Toter Proposal Evaluation Requirements:

- a. Product Requirements section 4.2 - Toter no longer requires that this section be held confidential.
- b. Services section 6.7 - Toter no longer requires that this section be held confidential.
- c. Price Proposal section 1.3, 1.4 - Toter no longer requires that this section be held confidential.
- d. Qualification and Experience section 1.2, 1.7, 1.8, 1.9 -

- i. Section 1.2 - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This financial information, if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

- ii. Section 1.7 - Toter no longer requires that this section be held confidential.

- iii. Section 1.8 - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This financial and customer information, if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

- iv. Section 1.9 - Toter no longer requires that this section be held confidential.

2. Toter Technical Information:

- a. Business Management System Manual - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This "Inspection and Quality Control Policies/Procedures - Business Management System Manual", if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

- b. Comprehensive Report - Toter does strongly request that this section of Toter information, our Dun & Bradstreet Comprehensive Report, be held confidential. This information is not available by any means other than by special and direct request to Toter, or in cases where requesting entities may already have a contract with Dun & Bradstreet. This financial information, if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

- c. Municipal References - Toter no longer requires that this section be held confidential.

3. Toter National IPA Responses:

a. Supplier Qualifications section 3.1 D, E -

i. Section 3.1 D - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This financial information, if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

ii. Section 3.1 E - Toter no longer requires that this section be held confidential.

b. Marketing and Sales Section C, G, K, M, N -

i. Section C - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This financial and customer information, if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

ii. Section G - Toter no longer requires that this section be held confidential.

iii. Section K - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This financial and customer information, if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

iv. Section M - Toter no longer requires that this section be held confidential.

v. Section N - Toter no longer requires that this section be held confidential.

c. Sales Personnel - Toter no longer requires that this section be held confidential.

d. Bear Tight Cart Drawings - Toter no longer requires that this section be held confidential.

e. Toter Roll Cart Optional Latches - Toter no longer requires that this section be held confidential.

f. Molded Plastic Front Load Container - Toter no longer requires that this section be held confidential.

g. 45 Gallon Dome Top Drawings - Toter no longer requires that this section be held confidential.

h. Inspection and Quality Control Policies and Procedures - Toter does strongly request that this section of Toter information be held confidential. This information is not available by any means other than by special and direct request to Toter. This "Inspection and Quality Control Policies/Procedures - Business Management System Manual", if publicly disclosed, could cause substantial injury to our commercial enterprise competitive position.

In addition to the above, Toter also requests that our pricing not be published on a website or any place that will provide easy access to that pricing. Toter understands the City's position that pricing is considered public information. However, Toter makes this request in order to prevent competing entities from gaining easy access to our pricing, which may eliminate or limit competition in quoting situations. Therefore, we respectfully request that the City require that Toter pricing be obtained by making a Freedom of Information Act request. Of course, Toter will make our pricing available to Participating Agencies (upon simple request to Toter) for immediate documentation and/or verification of quoted pricing.

Again, we appreciate being able to address these issues. Please feel free to contact me in the event of further questions or concerns.

Thank you,
Kellie Clark

Kellie K. Clark
Sr. Bids & Contracts Manager
Toter, LLC
841 Meacham Road
Statesville, NC 28677
800-424-0422
704-872-8171
704-878-0734 fax
kclark@toter.com<mailto:kclark@toter.com>

NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, immediately contact the sender by reply e-mail and destroy all copies of the original message.

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120576
AMENDMENT NO. THREE (3)

REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED
PRODUCTS, EQUIPMENT AND SERVICES

DATE ISSUED: JULY 23, 2012

The referenced document has been modified as per the attached **Amendment No. 3**.

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Kyle Pasewark, Contract Officer at (520) 837-4103.

REQUEST FOR PROPOSAL 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: JULY 23, 2012

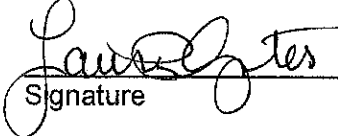
REQUEST FOR PROPOSAL NO.: 120576
RFP AMENDMENT NO. THREE (3)
PAGE 1 OF 1
RFP DUE DATE: AUGUST 3, 2012 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: KYLE PASEWARK

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT AND SERVICES

The Bid Due Date has been changed from **July 27, 2012** to **August 3, 2012** at 4:00 PM, Local AZ Time.

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

	7/24/2012	Toter, LLC
Signature	Date	Company Name
Laura P. Gates, Vice President		841 Meacham Road
Typed Name and Title		Address
Contract Management		Statesville, NC 28677
		City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120576
AMENDMENT NO. TWO (2)

REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED
PRODUCTS, EQUIPMENT AND SERVICES

DATE ISSUED: JULY 16, 2012

The referenced document has been modified as per the attached **Amendment No. 2**.

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Kyle Pasewark, Contract Officer at (520) 837-4103.

REQUEST FOR PROPOSAL 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: JULY 16, 2012

REQUEST FOR PROPOSAL NO.: 120576
RFP AMENDMENT NO. TWO (2)
PAGE 2 OF 5
RFP DUE DATE: JULY 27, 2012 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: KYLE PASEWARK

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

REFUSE & RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS

ITEM 1: BID DUE DATE EXTENSION:

The Bid Due Date has been changed from July 20, 2012 to **July 27, 2012** at 4:00 PM Local AZ Standard Time.

ITEM 2: SCOPE OF WORK:

Replace the following sections as follows:
(**Bolded** Text indicates a change)

Product Requirements, Section 1. Products

1.1 REFUSE CONTAINERS

A complete and comprehensive line of new containers of the latest design and technology to include, but not limited to, **65** and **95** gallon.

1.2 RECYCLING CONTAINERS

A complete and comprehensive line of new containers of the latest design and technology to include, but not limited to, **65** and **95** gallon.

General Requirements, Section 1. Qualified Firms

Strike this entire section from the contract.

1.1.2 Have a strong national presence in the grounds maintenance equipment industry.

Technical Requirements, Section 10, Polyethylene Material Requirements

10.2 Polyethylene resin should contain an ultraviolet stabilizer, consisting of a minimum of Additive **Type (.4) percent**. The stabilizer should be hot melt compounded into the resin. Dry mixing or dry blending of color pigments and resin is not desirable.

ITEM 3: FINAL REVISED PRICE PAGE:

Replace the existing Revised Price Page with the **Final Revised Price Page** attached to this amendment.

REQUEST FOR PROPOSAL 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: JULY 16, 2012

REQUEST FOR PROPOSAL NO.: 120576
RFP AMENDMENT NO. TWO (2)
PAGE 3 OF 5
RFP DUE DATE: JULY 27, 2012 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: KYLE PASEWARK

FINAL REVISED PRICE PAGE

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

Table with columns: ITEM#, DESCRIPTION, ESTIMATED QUANTITY, UNIT PRICES, EXTENDED PRICES. Includes items 1-4 for 95 and 65 gallon refuse containers and a GROUP I TOTAL row.

REQUEST FOR PROPOSAL 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: JULY 16, 2012

REQUEST FOR PROPOSAL NO.: 120576
 RFP AMENDMENT NO. TWO (2)
 PAGE 4 OF 5
 RFP DUE DATE: JULY 27, 2012 @ 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: KYLE PASEWARK

ITEM#	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED PRICES
GROUP II				
1.	BARCODES			
	APPLICATION FEES 95 GALLON	17,000	\$ _____ EA	\$ _____
	APPLICATION FEES 65 GALLON	1,000	\$ _____ EA	\$ _____
	SETUP FEES (PER NEW GRAPHIC)		\$ _____ EA	\$ _____
2.	CUSTOM LOGO/TYPE IMPRINTING			
	APPLICATION FEES 95 GALLON BLUE	16,000	\$ _____ EA	\$ _____
	APPLICATION FEES 65 GALLON BLUE	500	\$ _____ EA	\$ _____
	SETUP FEES (PER NEW GRAPHIC)		\$ _____ EA	\$ _____
3.	HOTSTAMPS			
	APPLICATION FEES 95 GALLON	72,000	\$ _____ EA	\$ _____
	APPLICATION FEES 65 GALLON	72,000	\$ _____ EA	\$ _____
	SETUP FEES (PER NEW GRAPHIC)		\$ _____ EA	\$ _____
4.	CUSTOM LOGO/TYPE IMPRINTING			
	APPLICATION FEES 95 GALLON GREEN	9,000	\$ _____ EA	\$ _____
	APPLICATION FEES 65 GALLON GREEN	500	\$ _____ EA	\$ _____
	SETUP FEES (PER NEW GRAPHIC)		\$ _____ EA	\$ _____

GROUP II TOTAL: \$ _____

GRAND TOTAL GROUP I & GROUP II: \$ _____

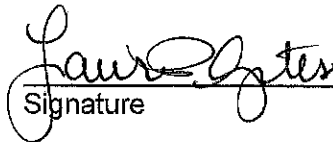
REQUEST FOR PROPOSAL AMENDMENT

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: JULY 16, 2012

REQUEST FOR PROPOSAL NO.: 120576
 RFP AMENDMENT NO. TWO (2)
 PAGE 5 OF 5
 RFP DUE DATE: JULY 27, 2012 @ 4:00 P.M., LOCAL AZ TIME
 CONTRACT OFFICER: KYLE PASEWARK

ITEM#	DESCRIPTION	UNIT PRICES
GROUP III		
5.	ALTERNATE COLORS	\$ _____ EA
6.	8" WHEELS	\$ _____ EA
7.	10" WHEELS	\$ _____ EA
8.	12" WHEELS	\$ _____ EA
9.	FREIGHT FORMULA:	_____

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



 Signature Date
 Laura P. Gates

 Typed Name and Title
 Vice President, Contract Management

Toter LLC

 Company Name
 841 Meacham Road

 Address
 Statesville NC 28677

 City State Zip

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT

REQUEST FOR PROPOSAL NO. 120576

Title: REFUSE AND RECYCLING CONTAINER SOLUTIONS AND
RELATED PRODUCTS, EQUIPMENT AND SERVICES

DATE ISSUED: July 5, 2012

The referenced document has been modified as per the attached Amendment No. 1.

Please sign this Amendment where designated and return the executed copy with the submission of your proposal. This amendment is hereby made part of the referenced proposal as though fully set forth therein. Any questions regarding this amendment should be addressed to Kyle Pasewark Contract Officer at (520) 837-4103.

REQUEST FOR PROPOSAL 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: July 5, 2012

REQUEST FOR PROPOSAL NO.: 120576
RFP AMENDMENT NO.: 1
PAGE 2 OF 5
RFP DUE DATE: July 20, 2012 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: Kyle Pasewark

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED PROPOSAL.
THIS REQUEST FOR PROPOSAL IS AMENDED AS FOLLOWS:

TITLE: REFUSE & RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS.

ITEM 1: BID DUE DATE EXTENSION:

The Bid Due Date has been changed from July 06, 2012 to **July 20, 2012** at 4:00 PM Local AZ Standard Time.

ITEM 2: SCOPE OF WORK:

Remove from this solicitation all references to the 48 gallon container.

Replace the following sections as follows:

General Requirements, Section 3. Warranty

3.3 Container body or lid failures during the warranty period shall constitute failure of the container, and require replacement with a new and complete container (including shipping and assembly), at no cost to the City of Tucson. The determination of failure will be at the sole discretion of the City of Tucson.

3.6 A defective container is any container that:

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

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

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

3.9 Contractor agrees that if defective containers are not reclaimed by the Contractor within forty-five (45) calendar days, defective containers shall become property of the City.

3.10 The Contractor will be held accountable for actual costs incurred by the City associated with replacing damaged or defective containers that are not replaced by the Contractor within the allotted time according to section 3.4 above.

Product Requirements, Section 4. Defective Product

4.1 All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within forty-five (45) calendar days of initial notification.

Service Requirements, Section 2. Delivery

2.1 For City of Tucson purchases, containers shall be delivered to various City of Tucson locations. All deliveries shall be made to a predetermined address within the time allotted. The Contractor shall be required to give the City of Tucson a minimum of 24-hours notice prior to delivery with the anticipated time of delivery and quantity of units to be delivered. The contractor will unload and assemble all containers at time of delivery.

Service Requirements, Section 3. Repair Services

Strike this entire section from the contract.

Technical Requirements, Section 5. Wheels

5.1 Wheels shall be appropriately sized and should not hinder any of the gripper components operation. Wheels should be constructed in such a manner as to make a container holding 200 lbs. readily mobile.

Technical Requirements, Section 8. Identification

8.2 Designs and wording will be provided by the City of Tucson and are subject to change at any time.

8.3 Becomes 9.2 under Bar Coding.

Technical Requirements, Section 9. Bar Coding

9.1 Bar Codes are required and will represent the serial number. The bar codes should be located on the front of the container. They will have an 11 character sequential number. The City of Tucson will provide the starting number. The first character will be an identifier of container size (9= 95 gal), the second character will identify type of material container will hold (G= garbage, R=recycling). The third and fourth characters will identify year (yy), the fifth character will denote the manufacture, with the remaining 6 characters being the sequential order of production starting with 00001 for each container size and type made under this contract. The bar code should be readable with devices that meet industry standards. The scanned value of each code should match each container's serial number. The bar code shall remain scan-able throughout the warranty period. (Please see attachment)

9.2 Bar Code/Serial Number Spreadsheet Reporting must be submitted on or before delivery of containers. The report must be in MS Excel format.

Technical Requirements, Section 10. Polyethylene Material Requirements

10.6 All containers shall be designed to regularly receive and dump a minimum of 3.5 pounds per gallon without permanent damage, deformation, or structural failure. Container and all components shall be capable of withstanding temperature extremes ranging from -30 F to 150 F, when under 200 lbs. per square inch compression, applied from opposite sides by the gripping arms without permanent damage, deformation or structural failure.

Method of Approach, Section 5. Technical Requirements

5.3 Offerors must supply documentation demonstrating that post-consumer resin is of like quality to 90% or better virgin resin.

Method of Approach, Section 6. Services

6.7 Describe additional services that are available under this contract.

Method of Approach, B. Price Proposal

1.10 Although the City's preference is to have freight included in the per unit pricing for products delivered to the City of Tucson, the City is interested in establishing a contract that provides the City of

Tucson and participating agencies the most advantageous pricing. If the proposed pricing model does not include freight in the per unit pricing, provide details of how freight will be applied, calculated, etc.

1.11 Include in your discussion of price any volume discounts, minimum quantities, special offers, etc. that will provide deeper discounted pricing.

ITEM 3: REVISED PRICE PAGE:

Replace the existing Price Page with the Revised Price Page attached to this 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: July 5, 2012

REQUEST FOR PROPOSAL NO.: 120576
RFP AMENDMENT NO.: 1
PAGE 5 OF 5
RFP DUE DATE: July 20, 2012 @ 4:00 P.M., LOCAL AZ TIME
CONTRACT OFFICER: Kyle Pasewark

ITEM 4: USAGE REPORT:

City of Tucson:

The City buys an estimated 18,000 containers a year.

Approximate sales since the beginning of the current contract are as follows. (Does not include freight)

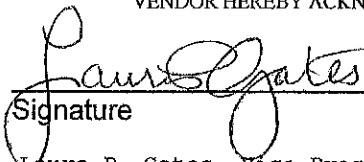
2007	\$480,000	(Late December Order)
2008	\$286,000	
2009	\$686,000	
2010	\$624,000	
2011	\$1,058,000	
2012	\$554,000	(To Date)

National Sales Volume: (Includes Total Sales)

Dec. 2008-Dec. 2009: \$6.4 Million
Dec. 2009-Dec. 2010: \$25.3 Million
Dec. 2010-Dec. 2011: \$13 Million

If you would like current contract pricing, please request it via email to Kyle.Pasewark@tucsonaz.gov.

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

	7/18/12	Toter LLC
Signature	Date	Company Name
Laura P. Gates, Vice President		841 Meacham Road
Typed Name and Title		Address
		Statesville NC 28677
	City	State Zip

REVISED PRICE PAGE

This Revised Price Page lists containers that will likely be purchased under the contract. This list is not all-inclusive.

Offerors may also submit additional products, options and/or packages that are likely to be incorporated under a comprehensive contract.

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

ITEM#	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED PRICES
GROUP I				
1.	95 GALLON REFUSE CONTAINER, BLUE, PER SCOPE OF WORK			
	_____	8,000	\$ _____ EA	\$ _____
	Manufacturer & Model No.			
	DELIVERY UNLOADED & ASSEMBLED	8,000	\$ _____ EA	\$ _____
2.	95 GALLON REFUSE CONTAINER, GREEN, PER SCOPE OF WORK			
	_____	9,000	\$ _____ EA	\$ _____
	Manufacturer & Model No.			
	DELIVERY UNLOADED & ASSEMBLED	9,000	\$ _____ EA	\$ _____
3.	65 GALLON REFUSE CONTAINER, BLUE, PER SCOPE OF WORK			
	_____	500	\$ _____ EA	\$ _____
	Manufacturer & Model No.			
	DELIVERY UNLOADED & ASSEMBLED	500	\$ _____ EA	\$ _____
4.	65 GALLON REFUSE CONTAINER, GREEN, PER SCOPE OF WORK			
	_____	500	\$ _____ EA	\$ _____
	Manufacturer & Model No.			
	DELIVERY UNLOADED & ASSEMBLED	500	\$ _____ EA	\$ _____
GROUP I TOTAL:				\$ _____

Please see Pricing Section

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
 255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
 REVISED PRICE PAGE--AMENDMENT 1

REQUEST FOR PROPOSAL NO. 120576
 PAGE 2 OF 3
 CONTRACT OFFICER: Kyle Pasewark
 PH: (520) 837-4103 / FAX: (520) 791-4735

ITEM#	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED PRICES
GROUP II				
1.	BARCODES		\$ _____ EA	\$ _____
	SETUP FEES 95 GALLON	17,000	\$ _____ EA	\$ _____
	SETUP FEES 65 GALLON (PER NEW GRAPHIC)	1,000	\$ _____ EA	\$ _____
2.	CUSTOM LOGO/TYPE IMPRINTING		\$ _____ EA	\$ _____
	SETUP FEES 95 GALLON BLUE	16,000	\$ _____ EA	\$ _____
	SETUP FEES 65 GALLON BLUE (PER NEW GRAPHIC)	500	\$ _____ EA	\$ _____
3.	HOTSTAMPS		\$ _____ EA	\$ _____
	SETUP FEES 95 GALLON	72,000	\$ _____ EA	\$ _____
	SETUP FEES 65 GALLON (PER NEW GRAPHIC)	72,000	\$ _____ EA	\$ _____
4.	CUSTOM LOGO/TYPE IMPRINTING		\$ _____ EA	\$ _____
	SETUP FEES 95 GALLON GREEN	9,000	\$ _____ EA	\$ _____
	SETUP FEES 65 GALLON GREEN (PER NEW GRAPHIC)	500	\$ _____ EA	\$ _____

GROUP II TOTAL: \$ _____

GRAND TOTAL GROUP I & GROUP II: \$ _____

GROUP III

5.	ALTERNATE COLORS		\$ _____ EA	
6.	8" WHEELS		\$ _____ EA	
7.	10" WHEELS		\$ _____ EA	
8.	12" WHEELS		\$ _____ EA	
9.	FREIGHT FORMULA: _____			

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program

- 1.1 Include a detailed response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

For Toter's Response to Attachment A, Exhibit A, National IPA Response for National Cooperative contract, please refer to that section of this RFP No. 120576.

- 1.2 Provide any proposed exceptions to Attachment A, Exhibit B, National IPA Administration Agreement.

Toter has no exceptions to Attachment A, Exhibit B, National IPA Administration Agreement.

2. Distribution Network

- 2.1 Describe the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable.

Toter Incorporated is pleased to provide agencies participating in this Contract the industries' largest manufacturing capacity. Toter's turnaround time and production capacity exceed the competition by at least 40%. This is accomplished by manufacturing rotationally molded carts at three plant locations supported by distribution centers in the United States and Mexico with a combined capacity in excess of 3 million carts per year. Toter's East Coast operation and corporate headquarters are located in Statesville, North Carolina (headquarters/offices, distribution center, manufacturing facility). The West Coast Distribution Center is in Fresno, California. Two other plants exist on the Texas-Mexico border in the Ciudad de Acuna, Mexico which began operation in August 2000 and is supported by a distribution center and manufacturing facility in Del Rio, TX. All facilities hot-melt compound, pelletize and pulverize the raw materials used in the molding process.

Toter also supplies containers in the retail market to Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, and Walmart.

2.2 Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling or shipping the products/services to Participating Public Agencies.

Other companies involved in providing carts to the Participating Agencies include shipping by freight hauler/common carrier and subcontracted off-loading, assembly and distribution of carts, and maintenance services, as required. Toter must evaluate each order as a unique opportunity, considering Participating Agencies' order volume and location, and keeping the needs of each Agency in mind.

2.3 Offerors shall provide the name and address of the distributor(s), if other than the Offeror.

Toter does not have distributors/dealers involved in orders for Participating Public Agencies.

2.4 Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.

Utilizing all our resources for production and shipping options, we seek to deliver product to Participating Agencies (and all Toter customers) within timeframes to meet their needs. We provide lead times at time of order entry, based on production capacities, quantities of orders, timeframe for approval of markings and graphics, customizations that may require additional lead times, and estimated time to ship – at all times bearing the customer's needs in mind.

2.5 Identify the supplier(s) and their business location(s) that will service the City of Tucson's account.

Toter is the supplier, and our manufacturing and distribution sites of Fresno, CA; Del Rio, TX; Acuna, Mexico; and Statesville, NC (headquarters for Toter) will be used to implement and support the City of Tucson and Participating Agencies.

All cart unloading and assembly work required specifically for the City of Tucson will continue to be provided by Toter' Subcontractor, Kelly Smith, of M and S Green Valley Environmental LLC, in Tucson, AZ, as in past years of this contract.

2.6 Identify the name and address of the manufacturer.

Toter, LLC
841 Meacham Road
Statesville, NC 28677

3. General Requirements

3.1 Provide a detailed written response illustrating how your offer will meet the general requirements of this solicitation for the City of Tucson and the national program.

Toter has extensive experience marketing cooperative purchasing agreements with a high degree of success. In fact, more municipalities in America choose Toter carts through cooperative purchasing than any other manufacturer brand. We have a dedicated staff for promoting and managing government contracts. Toter has demonstrated our commitment to marketing the National IPA program nationwide, with our number of clients purchasing product through this program increasing daily.

Toter is the largest rotational molder of roll carts in North America. With over 25 million carts currently in service, we have all the assets in place to move forward with this contract, and we can meet or exceed the requirements for scope of work and services. All marketing, sales, manufacturing, transportation, and distribution equipment and personnel are ready to go and we would welcome the opportunity to discuss with you at your convenience. This is an aggressive contract, and our track record over the past years, and the information shared within this entire proposal demonstrate our commitment to the City of Tucson and the National IPA program.

3.2 Submit any and all information that will aid the City in evaluating your proposal.

Please see further proposal response information in the City of Tucson required response section, in the National IPA response section, plus attachments and additional information included in Toter's package.

3.3 Submit any and all information on your warranty program.

Toter will honor the City of Tucson's warranty requirements as specified in Section 3.0, page 4 and Amendments of this RFP No. 120576 for the City of Tucson, Arizona. Other agencies purchasing off this contract will receive Toter's standard 10 Year Non-Prorated Warranty (please see specimen included under "Tucson Technical Information" and "National IPA Technical Information" in our response). Additional warranty requirements can be discussed with individual purchasing agencies as required.

"The World's Toughest Carts" manufactured by Toter have the lowest industry failure rate and the lowest total cost of ownership. As such, Toter is proud to offer Participating Agencies a non-prorated 10 year warranty with our "hassle free" warranty claim process that will ensure an easy, equitable, and timely resolution to all warranty issues that arise. Because of the extremely low failure rate of Toter carts, both Participating Agencies and Toter will find warranty issues to be minimal and easily resolved.

3.3.1 How long does it last?

Toter's warranty is a ten (10) year non-prorated warranty.

3.3.2 How are calls handled and routed?

To file a warranty claim directly with Toter, a simple Warranty Claim Form is completed by the customer. Photos are encouraged as samples of failures. Send the claim form and any photos via email to our Sales Service Representatives at cs@toter.com, or fax to 704-878-0734, or call 800-424-0422 for assistance.

3.3.3 What are your escalation procedures?

Toter's warranty claim process is efficient and user-friendly. A Warranty Specimen, sample claim form, and instructions are included with our bid response for your review. Warranty claims are submitted to Toter's Customer Service department for processing and review by the Warranty Administrator. Warranty claim resolution and subsequent warranty replacement containers or components shipments are usually transacted within 30-45 days. Toter may, at its discretion, send a Toter Regional Manager or other personnel to review the damaged containers. Toter will notify the Participating Agency of its findings in writing, and if damage is not due to defective components, make recommendations such as to possibly prevent future damage to containers. Toter's Customer Service Manager and/or Vice President of Contract Management will review this information and assist in expediting decision. Toter's failure rate is so low, there has never been a warranty disagreement in Toter's history. However, in the event that Toter and the City (or Participating Agencies) cannot reach agreement, the matter will be referred to binding arbitration.

3.3.4 Is there a dedicated support representative that the City will contact?

Please see answer to Item 3.3.2 above. The City of Tucson's assigned Sales Service Representative is Ms. Judy Bates, but any of Toter's Sales Service Representative can handle the City's (and Participating Agencies') claims and orders.

3.4 Upon written request from the City, Offerors may be required to provide a sample container (either green or blue) to be submitted for evaluating conformity to specifications.

A sample cart will be provided upon request.

3.4.1 The sample container shall be shipped complete, but with the axles and wheels unassembled. The sample 95-gallon container(s) shall be furnished at no cost and will be retained by the City of Tucson after evaluation is completed.

Toter will be pleased to comply upon request.

3.4.2 The sample container must be an exact representation of the container that would be supplied upon award of a contract.

Toter will be pleased to comply upon request.

4. Product Requirements

4.1 Provide a detailed written response illustrating how your offer will meet the product requirements of this solicitation for the City of Tucson and the national program.

Toter has reviewed this RFP and we understand and support the detailed requirements necessary to meet and exceed the product specifications and manufacturing requirements of these contracts. In addition to Toter information provided otherwise in this response, we believe that we have already

demonstrated the experience and qualifications necessary to continue to meet or exceed the needs of the City and participating agencies, to further increase sales through the national program, and to customize containers and services to tailor the many varied needs of customers. Toter is adept at flexibility and precision in critical rollout procedures and schedules for each scenario/project.

Toter's containers meet or exceed all of ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards, including the maximum allowable load rating. Our carts have a 15+ year proven life and 10-year non-prorated warranty. Toter Incorporated, beginning as a division of Rubbermaid in the 1960's, has documented that Toter Incorporated's cart failures occur at a rate of less than 0.02% (two tenths of one percent) per year (as audited by Ernst & Young).

4.2 Describe the method for how your containers are molded/manufactured.

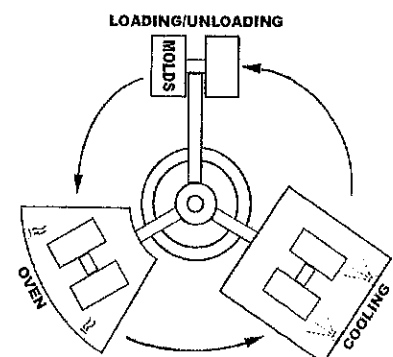
CONFIDENTIAL

In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter is able to mold intricate designs theretofore impossible for conventional rotational molders. Toter's "zero stress" molding technology produces products which offer important strength and durability advantages over "high stress" processes such as injection molding. As a result, Toter products have the longest useful life (15-20+ years of active service life), lowest life cycle costs and the highest value compared to any other competitive cart product currently on the market.

Toter's engineers and designers developed and patented a revolutionary breakthrough in rotational molding to build The World's Toughest Carts. The process of Advanced Rotational Molding™ uses all the superior characteristics of conventional rotational molding and at the same time enhances the aesthetic and structural quality of all Toter products.

Rotational molding eliminates the number one "enemy" of plastic . . . "STRESS". The weakest spot and most probable failure point exists where molded in STRESS is trapped in the part wall. Advanced Rotational Molding creates NO STRESS in the product. All carts made from other processes, namely injection molding, have stress built into the product from using high pressure (20,000 psi) to force molten plastic through a narrow opening in the mold. Pressure causes stress that leads to premature failures. Advanced Rotational Molding has NO STRESS.

The technical data sheets from the resin producer verify the quality of the resin to be used in the container body. Upon inspection of the resin technical data sheet attached, Participating Agencies will be able to verify that Toter uses a superior polyethylene compared to that used by injection molders. Linear medium density polyethylene (LMDPE) is specifically engineered for toughness and high impact resistance.



Injection molders use a high density polyethylene (HDPE) which is stiff, rigid (sometimes brittle), with inferior impact resistance. The Environmental Stress Crack Resistance (ESCR) test for Toter's LMDPE material is greater than 500 - 1,000 hours compared to the injection molders' HDPE, which is less than 50 hours. In addition to NO STRESS and superior raw material, rotationally molded parts are strongest in the areas of corners and curves which are the weakest points of large parts made by injection molding. LMDPE has superior impact properties compared to HDPE.

Finally, Advanced Rotational Molding technology was developed to allow for aesthetic and structural designs not possible with conventional rotational molding. Rugged Rim[®], rigid flanges, sealed stop bar journals, intricate details, and granite finishes became possible with the discovery of micro-pellets. The "flow characteristics" of this proprietary material makes it possible to combine the best design and structural advantages of conventional rotational molding, injection molding, and blow molding.

Advanced Rotational Molding leaves NO STRESS into the part. Stop bar journals are molded, not drilled out as they are in injection carts. Toter's sealed journals provide ten times the weight-bearing surface as compared to drilled holes. The high-tech micro-pellets have no trouble filling in the corners and details. The rigid rims are stiff, but not too stiff, so the cart can be hugged by automated lifters. Advanced Rotational Molding molds in handles that do not rotate and are an integral structure of the cart, providing for a safer cart.

No process is equal to Advanced Rotational Molding for molding tough, durable plastic parts. Toter's development of Advanced Rotational Molding™ has provided unsurpassed quality and "The World's Toughest Cart™". In fact, Toter's failure rate is so low, there has never been a warranty disagreement in Toter's history. Quite frankly, our failure rate is so low that all warranty claims submitted have been honored without question. We are proud to be the only cart supplier in the United States that honors 100% of all warranty claims regardless of the cause of the failure.

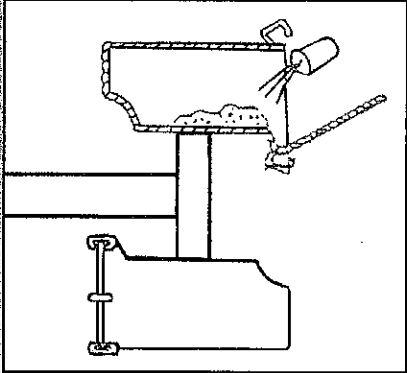
Toter carts, produced by Advanced Rotational Molding, are "The World's Toughest Carts" and have an audited annual failure rate of less than 2/10 of 1 % per year. Toter's extremely low audited failure rate ensures that replacement costs are kept to a minimum and that customer complaints will be rare.

(Continued next page)

THE PROCESS:

CONTINUE CONFIDENTIAL

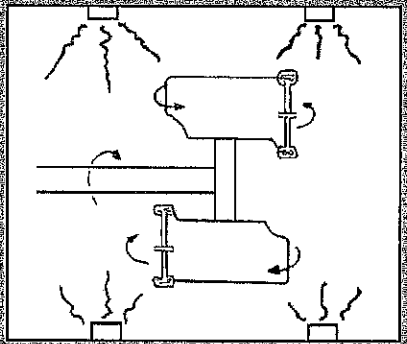
1



LOADING STATION

Molds mounted to each arm of the machine are filled with a pre-determined, measured weight of hot-melt-compounded plastic micro-pellets. Molds are engineered and precision built to produce high quality products every time.

2

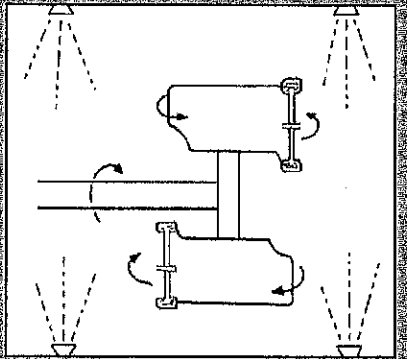


OVEN STATION

Molds then move into a heating chamber where a microprocessor controls the oven temperature profiles, blower velocity, bi-axial rotation and molding cycle. During this cycle the rotation brings the mold surfaces into repeated contact with the plastic material as the mold is heated.

The oven melts the plastic material to allow it to coat the inside of the mold surface. This is where the plastic part takes its final shape. This method of heating and molding requires no high pressure hydraulic equipment to fill the mold. Thus, no stress is introduced at anytime during the molding cycle.

3

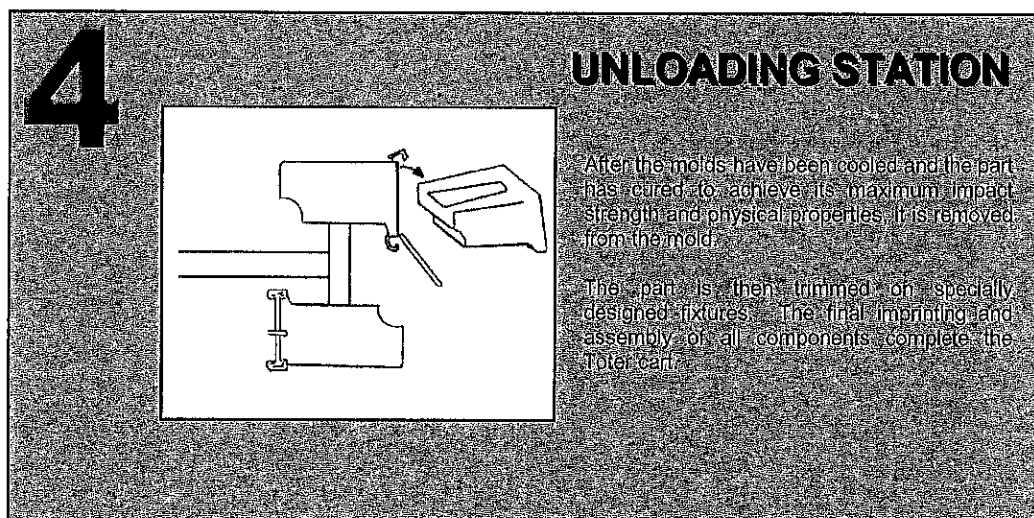


COOLING STATION

Next, the mold moves to the cooling chamber of the machine. The microprocessor controls all aspects of the cooling cycle. During the cooling cycle the final curing of the part takes place. The mold temperature must be brought down slowly. This is achieved by computer control during the following steps:

- The mold is first air cooled.
- A fine water mist is then introduced so the part is not shocked by rapid temperature change.
- Then water stream is introduced. Finally, air blows the mold dry.

This procedure for cooling molds assures that the final physical properties of parts are maintained to optimize the impact strength and performance of the part. (Note: Some competitor's equipment utilizes 100% air cooling. This causes the product to cure too slowly and reduces the final impact strength of the finished product.)



4.3 Describe the different processes used to manufacture containers for other climates around the United States (as opposed to that in Tucson).

It is important to note that it is not necessary to alter or modify the Advanced Rotational Molding process when producing carts for extremely cold or extremely hot climates. Again, this process and superior materials employed produce a cart that is resilient in a combination of extreme temperatures (-40°C to 120°C) and rigorous treatment in automated collection systems. This is a fact of polymer science, not sales literature. Please compare the Environmental Stress Crack Resistance (ESCR) of all the manufacturers' technical data sheets to substantiate that Toter's superior resin is the "Best Value" to Participating Agencies.

4.4 Do your containers include a bar code identification system? If so, please describe this system.

As an option, Toter Incorporated offers a bar code on carts, as is currently supplied for the City of Tucson's carts. The codes are consecutively numbered and affixed to the cart as an in-mold graphic, typically near the serial number on the front of the cart body.

Toter is able to offer bar codes of similar specifications to meet the needs of each Participating Agency. The bar code is not a replacement for a serial number, but in addition to the serial number permanently hot stamped onto each cart for warranty tracking purposes. At the further request of a Participating Agency, each bar code can be coordinated to match each serial number on carts, but doing so requires additional lead time to obtain these matched bar code graphics.

As an extension of this bar code option, Toter will work with Participating Agencies to determine their scanning needs and quote/provide scanners and PC Interface with programming and manipulation of the database.

Toter Incorporated has successfully used visual serial numbers for identification and tracking of carts for nearly 40 years. The key to this success is that serial

numbers are PERMANENT. We have many carts that have been in service 20+ years and their serial numbers are still clearly legible.

4.5 Offeror shall provide the most recent printed or video product literature with their proposal:

- 4.5.1 Manufacturing process for containers.
- 4.5.2 Resin material type, manufacturer, and brand name.
- 4.5.3 Detailed lid/hinge assembly description and attachment.
- 4.5.4 Axle assembly material, dimensions, and attachment method.
- 4.5.5 Wheel material, dimensions, and attachment method.
- 4.5.6 Certification of recycle ability.
- 4.5.7 All product and/or material performance tests results as specified.
- 4.5.8 Container physical dimensions and wall and lid thickness.
- 4.5.9 Certified percentage of PCR material utilized.

Please refer to Toter's "Tucson Technical Information" and "National IPA Technical Information" Sections of our Response for the above information. We have also included video footage of automated collection of a Toter cart, on the flash drive submitted with our submission.

5. TECHNICAL REQUIREMENTS

5.1 Offerors shall submit the most recent test results showing compliance with Scope of Work specs. Test results must be from a certified independent testing facility and must clearly identify the facility that performed the tests.

Toter has included these test results within the "Tucson Technical Information" section of our response.

5.2 Offerors shall 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.

Toter has thoroughly reviewed this Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307. Toter certifies that all carts bid herein meet all standards as required by this Code.

5.3 Offerors must supply a letter from the resin manufacturer, certifying that the post-consumer resin is of like quality to 90% or better virgin resin.

Amendment #1 has modified this Item #5.3 to require documentation demonstrating the post-consumer resin is of like quality to 90% or better resin. This documentation is included in our "Tucson Technical Information" section following.

5.4 Explain if your container is nestable when fully assembled, to facilitate delivery and storage space. If not, propose an alternate method for stacking when being delivered. Sample photos of the City's transport vehicles can be found in **Attachment C**.

"Nestability" of EVR II 96, 64 and 48 gallon carts reduce participating agencies' costs. While competitors claim that their carts are "Nestable", **Toter carts are**

nestable when fully assembled and "Ready to Roll". Competitors' carts nest, but without wheels or components that will still need to be attached in order to make the carts ready for use. "Ready to Roll" Toters can be stored, transported and retrieved in stacks, saving fuel, labor and vehicle usage, and natural resources.

To further explain, our EVR II Universal/Nestable 96 Gallon Carts can be safely stacked up to 5-7 carts high, when fully and completely assembled. They occupy at least 50% less warehouse or storage yard space allow delivery crews to deliver up to 3 to 4 times as many carts per trip to the streets. Private garbage companies estimate the savings on storage, fuel, labor, and other costs to be \$3.00 to \$4.00 per cart.

When EVR II Universal/Nestable Carts are shipped "Fully Assembled", no labor costs are required to un-stack and assemble wheels, axles, lids, etc.

Because these Toter carts stack when "fully assembled," this eliminates the labor and parts required to disassemble the cart in order to stack it back on the service truck and then re-assemble it later at another location, or to remove the cart from service altogether. This will save Participating Agencies between \$1.75 and \$2.75 per service call on both retrieval and redelivery.

Model 79296 – EVR II Universal/Nestable 96 Gallon Roll Out Cart

Once Carts are "Fully Assembled," carts safely nest inside one another five (5) to seven (7) carts high for storage or for transport in distribution to households. When "2/3 Assembled" (with stop bar, axle and lid attached), carts safely nest at twelve (12) carts high. "Standard 1/3 Assembled" includes factory installation of the cart's stop bar (if required) and axle. "Standard 1/3 Assembled" carts safely stack twelve (12) carts high.

Model 79264 – EVR II Universal/Nestable 64 Gallon Roll Out Cart

Once Carts are "Fully Assembled," carts safely nest inside one another five (5) to seven (7) carts high for storage or for transport in distribution to households. When "2/3 Assembled" (with stop bar, axle and lid or wheels attached), carts safely nest at twelve (12) carts high. "Standard 1/3 Assembled" includes factory installation of the cart's stop bar (if required) and axle. "Standard 1/3 Assembled" carts safely stack twelve (12) carts high.

Model 79248 – EVR II Universal/Nestable 48 Gallon Roll Out Cart

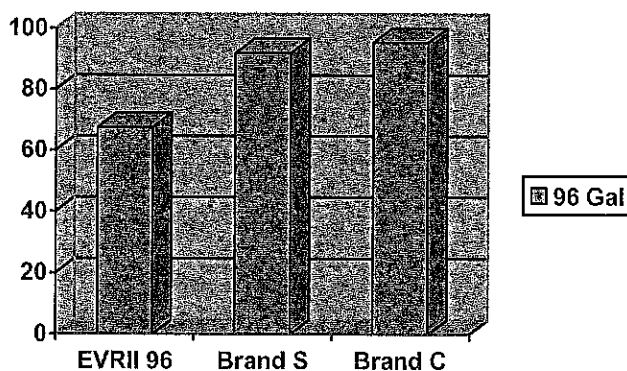
Once Carts are "Fully Assembled," carts safely nest inside one another five (5) to seven (7) carts high for storage or for transport in distribution to households. When "2/3 Assembled" (with stop bar, axle and lid or wheels attached), carts safely nest at twelve (12) carts high. "Standard 1/3 Assembled" includes factory installation of the cart's stop bar (if required) and axle. "Standard 1/3 Assembled" carts safely stack twelve (12) carts high.

All above EVR II Universal/Nestable Carts, in their "standard 1/3 Assembled" state, have stop bars (if required) and axles factory installed. EVR II carts will never be shipped totally unassembled, a special savings for Participating Agencies during installation, since "1/3 Assembled" carts need only to have wheels and lids attached.

5.5 Detail your container's shape. Is it designed in a "Low Profile" shape, which reduces wind effect on container? If not, please explain what benefits are gained from the shape of the container.

Toter's EVR II Universal/Nestable Carts were designed using customer feedback to improve over our already successful EVR I Universal carts. Besides the feature of Nestability when Fully Assembled, the carts were designed with several improvements, among which are a low profile and larger footprint to remain stable on slopes and in winds, and to tilt easier for the end user. Attached please find certified Wind Tunnel Test results (Miscellaneous Section), unblocked, from all sides, showing Model 79296 as withstanding an average wind speed of over 46 mph.

EVR II carts have superior tip to roll characteristics when fully loaded. In fact, EVR II carts can be up to 35% easier to move than competitive products. This means easier movement and increased safety and convenience for collectors and residents.



Tip Force Requirement per ANSI Data

5.6 Offerors shall submit shop drawings for the lid and container showing the dimensions, lid and wheel attachment methods, and other specification requirements.

These drawings are included in the "Tucson Technical Information" section of our proposal.

5.7 Offerors shall substantiate compliance with Scope of Services by attaching a copy of the actual resin manufacturer's Published Specification Sheet.

Our resin data sheets are included in the "Tucson Technical Information" section of our proposal.

5.8 Provide information or testing results on the proposed containers' useful life.

Testing results for our containers are included in the "Tucson Technical Information" section of our proposal. Toter carts Toter's containers meet or exceed all of the industry's ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards, including the maximum allowable load rating. Our carts have a 15+ year proven life and 10-year non-prorated warranty. Toter Incorporated,

beginning as a division of Rubbermaid in the 1960's, has documented that Toter Incorporated's cart failures occur at a rate of less than 0.02% (two tenths of one percent) per year (as audited by Ernst & Young).

5.9 Describe the physical features of your proposed container, including weight, materials, and any other unique features of the container. Explain the benefits gained by this.

Toter's EVR Product line was introduced in April 1994. The "World's Toughest Cart™" line – featuring Toter's patented EVR carts. Toter's EVR product line offers the unique flexibility to upgrade from semi-automated, to fully-automated, to patented co-collection, and to volume-based and weight-based collection, using the original EVR carts. No other cart line allows the ability to change and adapt its carts to changing collection needs while minimizing cart replacement investments. Following is a brief description and sizes of the different EVR products available:

Produce	Description	Sizes Available
EVR II Universal/ Nestable Carts	Nestable (fully assembled carts nest one inside another for efficient storage and route delivery) designed carts for use with semi-automated (ANSI Type B) lifters. Carts can be shipped unassembled, semi-assembled, or fully assembled.	48, 64, 96 Gallon
EVR I Universal Carts	Universal Cart design allows for either semi-automated (ANSI Type B) or fully automated (ANSI Type G) collection without modification	32, 35, 64, 96 Gallon
EVR I Automated Carts	Carts are designed for fully automated collection and can be easily converted to Universal Carts for maximum flexibility and asset utilization.	32, 35, 64, 96 Gallon

Toter's Advanced Rotationally Molded Carts, regardless of model/size, are virtually maintenance-free carts with a 15-20+ years life expectancy. Unprecedented in quality, superior in manufacturing, and unsurpassed in performance/durability and low life cycle costs, they are truly "The World's Toughest Carts."

Toter's Advanced Rotationally Molding Process is explained in detail in Section 42 of this narrative. However, the use of this manufacturing process – combined with medium density polyethylene, 10" diameter wheels (see below), and cart dimensions – produce a cart that is durable, stable in winds, and easily maneuvered without thicker walls and heavier weights than injection carts require. Toter carts meet or exceed all of the most current ANSI Z245.30-2008

and ANSI Z245.60-2008 Standards including the maximum allowable load rating of 3.5 pounds per gallon.

Parts interchangeability is another important feature for Participating Agencies. All Toter carts employ the same 10" wheels, lid hinges and wheel retainers (pal nuts). Our EVR II series 96, 64, 48, and 24 gallon carts all use the same lower bars and wheel spacers. Maintenance cost and parts inventory are reduced automatically.

Exact volume increments of Toter carts (measuring equal 24, 32, 48, 64 and 96 Gallons to the top of the rim) support "Pay as You Throw" Garbage Collection. Variable garbage fees can be set based on even multiples of 32 gallons. The 24 gallon cart is a $\frac{3}{4}$ increment of 32, and the 48 gallon cart is a $1\frac{1}{2}$ increment. Competitive brands complicate variable rates by not employing even volume increments.

"Nestability" of EVR II 96, 64 and 48 gallon carts would reduce Participating Agencies' costs. "Ready To Roll" Toters can be stored, transported and retrieved in stacks, saving fuel, labor and vehicle usage. Nestability has been thoroughly explained earlier in this narrative.

Cart lids are attached securely with two molded polyethylene snap-on hinges permanently attached to the lid with rustproof steel fasteners. The lid rotates 270° without interference, fits tightly onto the body to prevent intrusion by animals, insects, and odors, and is domed to facilitate run-off of water.

The top rim has a molded flange on EVR I carts for extra rigidity and close lid fit. EVR II carts feature Toter's patented Rugged Rim[®] for extra rigidity and tight lid fit. This upper rim consists of a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim creates a ledge on which the lid rests to create a tight seal between body and lid. The cart bottom features wear strips for maximum abrasion protection against dragging on sidewalks, gravel and pavement. All of our cart bodies are completely sealed without any open areas.

Handles of Toter carts are integrally molded onto the cart body, and the body is still readily and safely movable, even in the absence of the lid. Our carts have two 1" diameter hand hold areas equally spaced for positive and balanced control while pushing and pulling the fully loaded container. A center support is molded into the cart body. Both hand hold areas accommodate large hands that might be heavily gloved.

The integrally molded upper pick-up point, or "saddle" and the lower lift bar both match ANSI compatibility standards for Type "B" Lifters (semi-automated lifter/dumper units). The lower lift/stop bar is designed to be 100% sealed, has no rivets that can be damaged by lifters, and is manufactured of exceptionally strong steel. This lower bar rotates 360° to be "self-aligning" when the lifter's lock hook extends to catch it.

Toter carts are ANSI compatible for type "G" Grabber Lifters (fully automated arms). The combination of our maximum surface contact with the automated arm gripping surface and our textured, non-slip exterior finish prevents slippage

of Toter Carts in fully automated collection. Approximately 13 million Toter Carts are in weekly fully automated service with this successful design.

The standard axle in U.S. carts has been 5/8" diameter solid steel for over 30 years. The ultimate yield strength of a Toter 5/8" axle is 2,000+ pounds, nearly six (6) times the load rating of a 96 gallon cart, nine (9) times the load rating of the 64 gallon cart and twelve (12) times the load rating of the 48 gallon cart!

Toter's standard wheels are 10" x 1.75" (nominal) with knobby treads and made from extra high molecular weight polyethylene. These wheels have been thoroughly tested to exceed all ANSI safety standards and are rated at 200 pounds per wheel, including the ANSI test, Appendix F, "Force to Tilt." This test measures "the force needed to tip a standard loaded cart from the vertical position to the balance point..." For example, our 96 Gallon EVR II cart, loaded at 335 pounds (ANSI's standard maximum load rating for a 96 gallon cart), measures 67.6 pounds tilt force, much lower than our competitors' carts may proclaim. Carts that are more difficult to tip create more complaints to the City, a greater risk of injury to users, and more requests for exemption from rolling out the cart to the curb.

6. Services

6.1 Provide a detailed written response illustrating how your firm will meet the service requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope of service outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities.

The Scope of Services requests information regarding leasing programs. Toter is adept at assisting our customers with this alternative to an outright purchase. We work with financial institutions that specialize in municipal lending situations as third party financing. We understand the benefits of leasing: conservation of capital, better terms, simplified record keeping, easier allocation of cost, bank lines untouched, cleaner balance sheets, overcoming budget limits, convenience, etc.

Delivery information is covered within "Distribution Network" beginning on page 15 of this response.

Customer Support is of high importance for our company. We realize and seek to meet or exceed the expectations of our customers in all aspects of the processes of choice of product, ordering, problem solving, quality assurance, etc. Details are listed in our responses to below questions.

Toter provides replacement parts that are covered by warranty and our warranty policies and procedures are covered in other sections of this response. We have also included parts pricing in our National IPA Price Listing for situations in which customers have had damage from abuse, and/or carts that are outliving their warranty (our cart lifespan is 15-20+ years of active service life).

Toter's North Carolina based corporate offices have a toll free number for use during regular office hours (8:00 am to 5:00 pm), Monday through Friday. A messaging system is then available so that customers may leave a message for staff's early response the next business day.

Each order placed with Toter results in a custom made product, with each order requiring customer specific colors, markings, and other options. As a result, we operate with production of orders as they are placed, and not from "stock". Our Customer Service Representatives are adept in assisting customers with situations whereby items may have been discontinued, offering replacement suggestions when appropriate.

Toter's Customer Service Representatives handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained.

Toter's staff of 15 Field Sales Managers, based throughout the United States, will be responsible for field support of all customers. The industry experts will assist with customer contract issues, unique product applications, and all other field service issues. Their responsibilities are outlined more in depth further in this section.

Toter's Quality/Business Policy is top priority for all staff: "Toter is committed to providing products and services that meet or exceed the needs and expectations of our customers. This is achieved through Teamwork, the commitment by each employee to strive to meet business objectives, and the process of continuous improvement."

6.2 Provide detailed information explaining your service capabilities.

Please refer to information included within this Item 6.

6.3 Provided detailed information explaining the service capabilities of your authorized dealers.

Toter's authorized dealers have often worked closely with Toter's Field Sales Team to promote the Master Agreement to customers within the dealers' territories. Our dealers also service customers within their territories by providing warranty parts and service.

6.4 State any return and restocking policy, and any fees, if applicable, associated with returns.

Toter backs all products with its return and restocking policy. A Return Authorization Number must be obtained from Toter Customer Service (Phone – 800-424-0422 or 704-872-8171, and Fax – 704-878-0734) within five (5) days of receipt of goods and before merchandise may be returned for credit. Returns must be completed within sixty (60) days of invoice date. All transportation charges for returned merchandise must be PREPAID by the shipper. Returned saleable merchandise accepted by Toter for credit is subject to a 15% restocking charge. If any portion of the goods delivered to the Buyer are defective or are otherwise not in accordance with contract specifications, Toter shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Toter without Toter's written consent. Carts with custom markings cannot be returned. In no event shall Toter be liable for the cost of processing, lost profits,

injury to goodwill or any other special incidental or consequential damages.

6.5 Offerors shall provide two (2) copies of the offeror's inspection and quality control policy and procedures manual.

This information is provided within the "Tucson Technical Information" Section of our response.

6.6 Offerors shall submit information on their support program. How does the City contact you? How are calls handled and routed? What are your escalation procedures? Is there a dedicated support representative that the City will contact?

Toter prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts, multi-location organizations like The Home Depot, Lowes, Walmart, True Value, Ace and Do-It Best retail entities. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. An organizational chart showing key personnel is included within the "Tucson Technical Information" section of this Proposal. Toter's service plan for Participating Agencies includes the following:

1. A Service Manager will supervise all aspects of your account from order placement to warranty resolution and pricing. This manager will supervise the efforts of geographically assigned Sales Service Representatives.
2. Each Participating Agency will be assigned a dedicated Sales Service Representative. All Sales Service Reps will be cross-trained on this National IPA account and they will be available for back-up and high volume situations. Toter's customer service department utilizes a rolling call phone system that allows Participating Agencies the option to always receive a live voice rather than voicemail. This ensures prompt, personal attention to all your needs.
3. Toter's senior staff of 15 Field Sales Managers, based in key locations throughout the country, will be responsible for field support of all Participating Agency locations. These industry experts will assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter's executive level will ensure that long term strategic partner issues like ongoing cost reductions and new product innovations are pursued aggressively.
4. All Toter employees have the responsibility and authority to identify an actual or potential problem or continuous improvement suggestion, and to report such issues to their department manager and/or the management representative via a Corrective Action Request procedure. Management Representatives review and investigate issues thoroughly, and assign the issue to an individual or group most able to provide an action plan and timeline to correct the issue. The status of the action plan is reviewed at Management Review Meetings, held frequently. Everyone works toward timely and satisfactory resolution.
5. An undesirable condition is defined as any written or oral expression of dissatisfaction by either internal or external customers related to the identity, quality, reliability, safety, or performance of any product, process or service

offered by Toter. If for any reason, a customer feels that their problem is not being given the appropriate attention or priority, Toter is dedicated to documentation, investigation, and resolution of any undesirable condition. The severity of the problem is considered. Greatest severity would require immediate action. An example of this highest level of severity is complete loss of items or services. Conversely, the lowest level of severity would encompass situations whereby the customer is experiencing minor impact on their business, such as a product or service issue that the customer can work around. All issues are subject to investigation for root cause and formal Corrective Action, and our first priority is to take (reasonable) actions that the customer has requested.

6.7 What kind of additional services are available under this contract (i.e. offloading, assembling, customization, etc.)?

Offloading, assembly and distribution of carts to households are all services that Toter can provide. These services may be provided individually or all three together. For example, Toter provides unloading and assembly services for the City of Tucson. Other Participating Agencies may require unloading of carts upon delivery to the Participating Agency's delivery site, complete assembly of carts to make them "Ready to Roll", then distribution to residences and commercial addresses. Toter has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using Toter UHF Handheld Scanners, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format. This is considered Level I of RFID products and services listed later in this item 6.7.

Whenever a citywide implementation is required for new containers, Toter will meet or exceed the Participating Agencies' requirements regarding all deliveries. Toter offers many value-added benefits and services that will ensure a smooth delivery and successful program implementation.

1. Toter's experienced Field Sales Managers will meet in advance with the Participating Agency and plan details of the cart implementation.
2. Toter will offload carts and assemble carts upon delivery. The Participating Agency must provide a suitable staging area for assembly (paved, secure, partially covered, etc.).
3. Toter will deliver fully assembled carts to each residence listed on the address database we are provided. Toter's EVR II Universal/Nestable Carts cut down on noise and accelerate delivery times, increasing Participating Agencies' satisfaction as compared to other styles of carts that require assembly in the street.
4. An information brochure provided by Toter may be affixed to the cart prior to the delivery of each cart. Toter's Marketing Department can provide design support and enhanced graphic services to assist in developing educational materials to ensure the cart program's success.
5. Toter can accommodate several delivery programs at once, depending on Participating Agencies' needs. Toter will be happy to accommodate delivery schedules required by the Agencies.

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Radio Frequency Identification (RFID) Cart Management – Products and Services

Level 1: Data Recording During Cart Roll Outs – As mentioned earlier in this item 6.7, Toter has capabilities in place to provide RFID Tags for roll carts, and to scan these Tags during distribution. We can use Toter UHF RFID Handheld Scanners to compile distribution information (Tag numbers coordinated with cart serial number and customer's address) in a Distribution Report in Excel format. Level 1 is required in order to install a Level 2, 3 or 4 system.

Level 2: Asset Tracking, Inventory Control, and Work Order Management – Toter uses Routeware Front Office and Routeware Back Office software to create and manage the database of customers and their respective carts after the initial delivery. This software operates on a Participating Agency provided SQL Server. Following the initial rollout, purchased UHF RFID Handheld Scanners provide important ongoing capabilities: recording data on each subsequent delivery, cart swap, retrievals, managing electronic work orders for cart repairs, and updating the cart database, in real time. The UHF RFID Handheld Scanners sync with the Routeware software quoted herein to allow real time updates of the database and close outs of work orders.

Level 3: Service Verification on the Routes - The collection and management of RFID based route data is "Service Verification". Routeware's Rtrac hardware and the truck mounted RFID Reader provide real time data, via cellular modem, during each carts' collection, including: Date, Time, RFID Tag Number, and GPS location of the event. The value of real time transmission of this data, compared to batch wi-fi transmission of the entire route's data at the end of the day (upon return to the yard), is that managers will have timely route data to deal with the all too frequent customer complaints about "missed stops". Real time data often confirms that the cart was not set out at the time of collection. Armed with this data, staff can reduce such frivolous complaints while reducing the high cost of trips back to service the claimed "missed stops." Rtrac also provides the valuable GPS "Bread Crumb Trail" of each truck's progress on the route, Route Playback, and Geo-Fencing to record each truck's entry and exit from key locations: the yard, fuel point, landfill, MRF, etc.

Level 4: Fully Integrated Service Verification and Route/Vehicle Management – Routeware offers a number of management capabilities with its Rcore on-board computer and software (in lieu of the previously discussed Rtrac hardware). By providing the driver with (1) his computerized route on the in-cab computer, (2) the ability to input driver notes and digital service verification photos, and (3) real time data from vehicle performance sensors, the manager is able to maximize productivity and access detailed service verification information and route performance measurements. All of this is in addition to the RFID and GPS based capabilities of the Rtrac hardware described above. Please note that the Participating can start with the Rtrac system and upgrade to Rcore by adding onto the existing hardware. Additional software requirements vary with the capabilities specified and purchased, and will be quoted following a detailed system design.

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**Full Service, No Fault Cart Delivery and Maintenance
(Toter Custom Solutions)**

When municipalities or counties deploy new cart fleets they find themselves in the daily business of delivering, removing, exchanging, and repairing carts. The volume of these customer calls is unpredictable, as is the cost to add sufficient staff and vehicles to provide this new service.

Toter Custom Solutions provides factory direct service that manages the cart fleet for a fixed price, regardless of the number of service requests. Work Orders are closed on time and within the annual budget. Cities and counties are also freed from making the determination of warranty coverage. Carts are repaired or replaced regardless of the cause of damage, with the exception of criminal acts (arson, theft and vandalism).

As the cart fleet ages, the daily maintenance program makes planned cart replacement unnecessary, thereby avoiding a significant capital expenditure.

We have provided Full Service Cart Delivery and Maintenance Service since 1994 and currently have about 1.4 million carts under our service. Our customers have included Charlotte (NC), Fort Worth (TX), Baton Rouge (LA), Metro Nashville (TN), Washington (DC), Tampa (FL), and Fort Wayne (IN). Our service personnel are factory trained, insured and background checked. They operate clean and well maintained vehicles that are marked with the Toter Custom Solutions logo and any other information specific to the service area. We provide timely response to every work order as well as the necessary reporting to satisfy the local service requirements.

Recycling of Unusable Containers

Toter offers recycling of unusable carts, plastic components and recycle bins. We will arrange for the pick-up and transportation of truckloads of carts/bins that have been emptied of refuse, yard waste or recyclables and had the steel components (axles and wheels) removed. We will coordinate the arrival of a 53 foot tractor trailer to your yard for loading of stacked carts/bins by your employees. We will accept any brand of cart/bin that is molded of recyclable, linear polyethylene. We also accept one piece, Toter Blow Molded Wheels. Please note that containers molded of non-recyclable, crosslink polyethylene cannot be accepted.

The loaded trailer will be weighed on a certified truck scale and the Participating Agency will receive a mutually agreed upon credit per pound. The Participating Agency will depend upon the prevailing polyethylene price. Carts manufactured for the Participating Agency may then contain a percentage of recycled plastic depending upon the color, the Participating Agency's specifications, and the availability of recycled plastic at the time of manufacture.

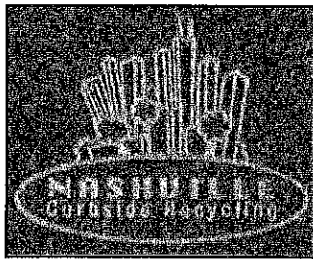
Cart Customization and Options

Graphic Enhancements

Toter's proposal includes at no additional charge the customized hot stamp information specified in the bid. Hot stamping is the industry standard and long term proven method of permanently customizing roll-out carts. Should a Participating Agency be interested in upscale, multi-colored, highly detailed graphics, Toter can offer these for a nominal upcharge depending on actual graphic requirements.

Examples of hot stamps and multi-colored graphics –

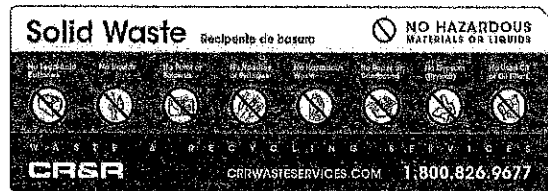
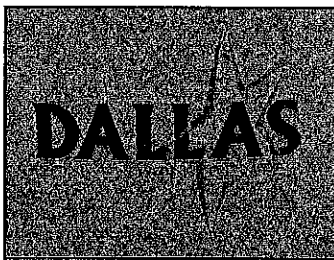
Body Hot Stamp



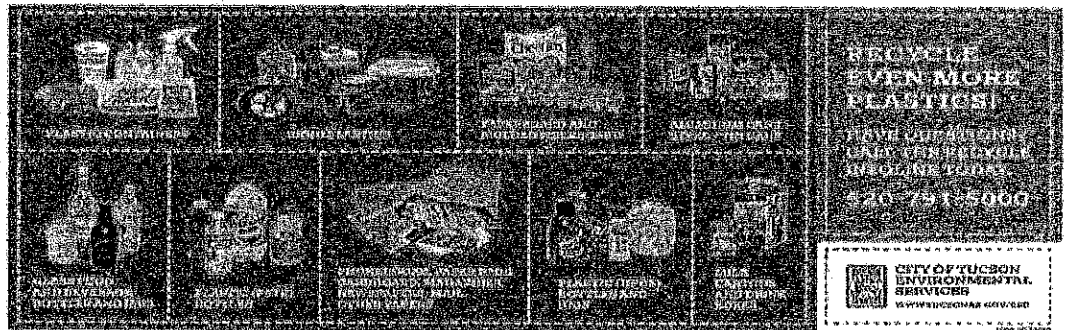
In-Mold Label (IML) Graphics



Multi-Color Body Graphic



In-Mold Label (IML) Lid Graphics



Upscale Granite Colors

Upscale granite colors are available in Graystone, Dark Gray Granite, Greenstone, Toter Green Granite, Brownstone, Sandstone, Navy Granite, Bluestone, and Blackstone for an upcharge. In addition to the improved aesthetics of the cart, the unique granite finish hides normal wear and tear like scratches and dirt. The distinctive appearance of granite colored carts creates higher customer/citizen approval and will keep the carts looking new throughout the 10 year program. All Granite body colors are represented in this proposal with actual color chips attached.

Educational/Promotional Support

At no additional charge to Participating Agencies, Toter offers use of our Support Services Team for the development and creation of Education Materials related to new cart programs. Having implemented thousands of new cart systems throughout the U.S. for the last 40 years, Toter has the experience and knowledge to offer Agencies.

And, at no charge to the Participating Agency, Toter will provide, for distribution with each cart's educational material, a "Care and Use" brochure detailing the safe use of a Toter. An example of this brochure can be found in Toter's bid response following.

6.8 Submit all information that will aid the City in evaluating your proposal.

As an industry leader, Toter works to continuously provide new innovations and solutions to the industry. Any such new service or product that falls within the scope of the contract will be added.

Toter has included further services information within literature and other items included in the "Tucson Technical Information" and "National IPA Technical Information" sections of our proposal following.

7. Ordering and Invoices

7.1 Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.

Toter accepts orders in writing, by email, fax, internet, EDI, other ecommerce methods (Arriba.com), or by mail. Toter's website describes our main products, custom and sustainable features of our products, technical data, overview of product, contact information, and more. Due to the customization of product and the competitive nature of our industry, Toter prefers to not share price lists online, but provides quotes to Participation Agencies upon request, as well as further documentation and/or our price list upon request.

7.2 Describe the product delivery process and your delivery commitment. What are standard product delivery timeframes? Are there cut off dates and how are these dates communicated to customers?

Utilizing all our resources for production and shipping options, we seek to deliver product to Participating Agencies (and all Toter customers) within timeframes to meet their needs. We provide lead times at time of order entry, based on production capacities, quantities for orders, timeframe for approval of markings and graphics, customizations that may require additional lead times, and estimated time to ship – at all times bearing the customer's needs in mind. These delivery timeframes are communicated in writing to the customer, via email, fax, or as necessary, via mail.

Cut off dates are sometimes necessary when delivery schedules are aggressive. In these instances, Toter may require a Purchase Order by a certain date, and all markings approved by the Participating Agency at a certain date, in order to make the delivery timeframe required by the Participating Agency. This series of deadlines are delineated carefully at time of quotation to the Participating Agency.

7.3 Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.

If an email address is provided, invoices are sent via email to the provided address. The invoices are sent to that email address automatically upon posting. Toter sends statements, but not summary invoices. Invoices can be mailed by customer preference. Toter has included a sample invoice within the "Tucson Technical Information" section of our proposal.

7.4 What quantities are recommended for ordering? Can the City vary from these?

Toter recommends orders in lots of truckload quantities of carts, since filling a truck always maximizes shipping costs. Less than full truckload quantities still incur a truckload of freight to ship. Therefore, orders for less than full truckload quantities may be made, but are at higher freight per unit.

Toter allows Participating Agencies to mix sizes of carts to make up full truckload quantities. This policy is helpful in utilizing all truck space and getting the best freight rate for product purchased. When mixing sizes, please note that Toter's minimum order quantity is 100 carts of any size on the truck, with all 100 being of the same model/size, color, markings and features.

8. Functional Requirements

8.1 Provide documentation showing that offered containers have been fully automated for at least one (1) year.

Toter's reference listing demonstrates our longtime experience with manufacturing fully automated (and semi-automated) containers. This listing includes Toter customers that have purchased automated containers dating back to 1986 (and semi-automated customers from 1980).

8.2 Describe your containers compatibility with existing fully automated refuse collection vehicles.

Toter has included all ANSI Testing results within the "Tucson Technical Information" and "National IPA Technical Information" included within our proposal. This battery of testing includes our compliance with ANSI Type G (Automated) lifters, as well as ANSI Type B (Semi-Automated) lifters.

- 8.3** Show documentation proving your containers capability of withstanding a minimum of 200 lbs. per square inch (psi) compression force during lifting and dumping operations without sustaining permanent damage, deformity or structure failure.

Please note compression testing within the "Tucson Technical Information" section of our proposal.

- 8.4** Provide documentation explaining the containers durability in accordance with ANSI specification Z245.30-1999, Appendix D.

Toter has included all ANSI Testing results within the "Tucson Technical Information" and "National IPA Technical Information" included within this proposal. Please note that our testing has been performed using ANSI testing procedures and requirements within ANSI Z245.30-2008, the most current ANSI version. However, our carts also meet or exceed the previous 1999 version as well.

- 8.5** Provide test results proving vertical stability of the container and it's ability to withstand wind velocities of at least thirty (30) miles per hour in a wind tunnel.

Toter has included wind stability testing results within the technical sections included within this proposal.

B. Price Proposal

1. Pricing

1.1 Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:

Toter has included all pricing within the "Price Proposal" section in our proposal.

1.2 Provide a Price Proposal. Submit the Price Proposal as a separate and clearly identified document. The Price Proposal shall minimally include the following:

Toter has included all pricing within the "Price Proposal" section in our proposal.

1.3 Offerors shall submit pricing based on the product and service requirements categories identified on the Scope of Services of this solicitation. Offerors should offer a fixed percentage discount from the index or indices, a reduced net pricing schedule, a hybrid or other pricing model that is applicable to the products and services in this industry.

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Toter has created a special straightforward price list just for customers using this Master Agreement. The price list includes every model and option that Toter offers, in order to provide Participating Agencies a complete menu to choose from. This allows Toter to serve any Participating Agency anywhere in the United States, with varying custom needs. We request that this price list not be published, but is easy to use, and easy to verify each quotations' pricing, should documentation be required by any Participating Agency (the Price List would be shared for documentation upon request).

1.4 Describe in detail the proposed business pricing model(s). Include all pertinent details (formulas, definitions, data, audit criteria, etc.) to explain the benefits of the proposed model. Discuss how a participating agency will be able to verify (audit) that the net pricing received conforms to the model.

The City's expectation is that the proposed pricing shall include delivery to Tucson and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

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Toter has a price list (see Item 1.3 above for a description of this price list). Quotations are offered using the price list. The price list is easy, straightforward, and is available upon request for any Participating Agency needing to verify or document the pricing offered to them by Toter.

After careful consideration of how to provide delivery/freight charges to Participating Agencies, it has been our experience that the best way to handle this charge is by providing the delivery freight charges at time of quotation. This allows Toter to charge the leanest pricing for freight, with no additional miles (in Zone freight methods), and no inflation of freight charges (a method often used by manufacturers to "cover" fluctuation in freight costs over time when delivery/freight charges must be stated in pricing, or at time of submission of price lists). Also, certain Participating Agencies prefer freight to be shown separately instead of included in the product price. Our Transportation Department keenly compares freight rates among reliable common carriers to get the very best rates and timeframes for our customers.

Toter requests to continue to review pricing at 6 month intervals, with plastics products pricing based on the Plastics News and/or Chemical Data indices (both respected indices revealing the market pricing of polyethylene resin, the main material used in manufacturing Toter containers). We also request 6 month intervals for review of fuel for Toter services such as Assembly/Distribution, and Cart Maintenance, based on the U.S. Energy Information Administration (EIA)'s index for Gasoline and Diesel market prices. Toter also requests the use of the Department of Labor Statistics' Consumer Price Index, for the review Toter services of Assembly/Distribution, Cart Maintenance, and RFID products/systems and services. Lastly, RFID equipment pricing is subject to change based upon fees related to technology changes.

1.5 State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.

Pricing is the most favorable offered to government agencies. Toter already has a system of checks and balances in a centralized pricing structure. Master Agreement pricing is always checked prior to quoting other government agencies.

1.6 Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.

Toter provides incremental volume discounts in our pricing structure. For larger projects, we seek to offer our lowest pricing based on delivery timeframes, and other circumstances that may affect pricing. In certain large projects with competitive strategies, pricing may be offered as lower than Master Agreement pricing. We have found that offering discounts off the base price for large projects gives us the opportunity to be flexible in competitive situations as required.

Toter's minimum order quantity is 100 carts, with all 100 carts being of the same model/size, color, markings and features. While truckload quantity orders are not a requirement, the best order quantity is full truckload quantities, or of course, high volume orders.

Samples are provided upon requirement of Participating Agencies, at no cost, or discounted cost per each sample cart.

1.7 Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.

Toter routinely accepts PCard (Visa, Master Card, Discover) for payment. We also accept EFT payments. Customers typically have a form that Toter is required to complete providing pertinent information to facilitate the payment in this manner. We are pleased to provide this information to Participating Agencies upon request.

Orders are accepted by email, fax, EDI, and other ecommerce methods (Arriba.com), or as necessary, by mail. The preferred method of conveyance for purchase orders is by email. Additional discounts do not apply, except for discounts delineated within the price listing for volume. Toter's standard payment terms are net 30 days.

1.8 Provide your payment terms. These payment terms shall apply to all purchases and to all payment methods.

Toter's payment terms are standard Net 30 days.

1.9 Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online. Also state the Convenience Fee, if allowable, per Section 5.2.E of the Visa Operating Regulations.

We accept payment via PCard (Visa, Master Charge, and Discover) and we accept EFT. We currently do not charge fees for these means of payment to Toter.

C. Qualifications and Experience

1.1 Provide a brief history and description of your company. Describe your market position in the state and local government, educational and medical market spaces. State the amount of your firm's state and local government sales for 2011.

Toter, LLC is a manufacturer and marketer of high quality plastic containers and related products for residential, industrial, commercial and retail accounts. The Company has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. The company organized in April 1983 as Applied Products, then as Toter Incorporated in April 1988. In 2007, the Company was acquired by Wastequip. Toter organized as Toter, LLC in June of 2012, and continues to operate as a subsidiary of Wastequip, LLC. Toter is a 100% U.S. owned company, and the largest roll cart rotational molder in North America. Headquarters for Toter is in North Carolina, among four Toter locations:: Statesville, NC (headquarters/offices, distribution center, manufacturing facility); Fresno, CA (distribution facility); Acuna, Mexico (manufacturing facility); and Del Rio, TX (distribution center, manufacturing facility). Toter's Statesville, NC headquarters are in conformance with ISO9001:2000/Full Design Standard; other locations also operate under this ISO model.

Toter is the leading supplier of wheeled, rollout carts (21-96 gallons) used for curbside automated waste and recycling by cities and government entities, as well as private waste haulers. Toter introduced the automated curbside cart system in North America during the late 1960's, and Toter carts are the #1 selling brand today. Toter's clients include city-wide installations in San Antonio, TX; Detroit, MI; Sacramento, CA; Austin, TX; Fort Worth, TX; Nashville, TN; Akron, OH; Phoenix, AZ; Washington, DC; San Francisco, CA; and thousands of other government entities, private haulers, and recyclers. Toter also supplies containers in the retail market to Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, and Wal-Mart.

Toter's patented EVR® carts (24, 32, 48, 64, and 96 gallons) are compatible with all semi and fully automated refuse trucks in North America, and are the "World's Toughest Carts™." All are manufactured in full conformance with ANSI Standards Z245.30-2008 and Z245.60-2008. In addition, Toter offers a complete line of rear and side loading, semi-automated truck mounted cart lifters, 2, 3, and 4 Cubic Yard Plastic Front Load Containers, and a number of containers for professional sports facilities, malls, and commercial buildings. Toter was also the first container manufacturer to introduce a new color option for the industry – Granite. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs. And, our newest products include a 24 gallon EVR II Universal cart, organics containers, and 96 and 64 gallon Bear Tight carts!

In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter is able to mold intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology produces products which offer important strength and durability advantages over "high stress" processes such as injection molding. As

a result, Toter products have the longest useful life (15-20+ years of active service life), lowest life cycle costs, and the highest value compared to any other competitive product on the market.

Toter's municipal sales for the year 2011 were \$36 million, including State and local customers (cities, states, counties, townships, boroughs, and other

1.3 In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.

Toter has included this Report in the National IPA Technical portion of our proposal.

1.4 Provide the total number and location of sales persons employed by your firm.

Toter employs 10 Field Sales Managers completing total coverage of the United States and Canada. Additionally, there are 5 Upper Management Field Sales over these 10 representatives. Sales team individuals are based in various locations to serve the United States and Canada Field Sales Representatives. An organizational chart showing Sales Personnel is located in the Tucson T Technical Proposal section of our proposal.

1.5 Provide the total number and location of support centers (if applicable)

Toter also employs 9 Service Support Representatives. The Statesville, NC office houses the Service Support Representatives and Administration for Toter representatives, plants and facilities. An organizational chart showing Sales Personnel is located in the "Tucson Proposal Information" section of our proposal.

1.6 Describe the qualifications of your sales personnel and technicians.

Each position's level of qualifications is based on the requirements for their activity with contracts. Please refer to the listing of key personnel in our answer to Item 1.7 below.

- 1.7 Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Primary Contacts for This Contract:

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Laura Gates, Vice President of Contract Management – has managed the City of Tucson Contract since 1994 and the National IPA Agreement since 2007. Laura joined Toter in 1994 and is currently Vice President, over Toter's municipal bids and contracts and Sales Service Department. She has over 15 years' experience in municipal bids and contracts, achieving a high success rate of winning contracts, working with Toter's sales team and governments across the United States and Canada. She has also worked closely with cooperative purchasing agencies and state contracts in implementing and marketing their contracts. Laura will be responsible for overseeing internal contract processing and execution, managing all aspects of the City of Tucson's and National IPA's contracts execution. She earned her BA in Marketing from Western Carolina University.

Kellie Clark, Sr. Bids/Contracts Manager - joined Toter in 2001. She coordinates proposals, bids, and contracts for Toter, including primarily municipal contracts (Tucson/National IPA), and state contracts (H-GAC, Texas SmartBuy, Massachusetts, Pennsylvania COSTARS, Kentucky). She has also served in management, administrative and customer service related positions for a non-profit agency and VF Corporation, plus a short-time experience in a municipality's Purchasing Department. She will be responsible for all aspects of managing internal contract processing and execution. She received her BA in English from Greensboro College.

Laura and Kellie can both be reached at Toter's Statesville, NC Headquarters:

841 Meacham Road (Zip 28677-2983)

PO Box 5338 (Zip 28687-5338)

Statesville, North Carolina

800-424-0422 – Toll Free

704-872-8171 – Phone

For both Toll Free and Phone above,

Laura is at Extension 206 and

Kellie is at Extension 257

704-878-0734 – Fax

Laura's email is lgates@wastequip.com

Kellie's email is kclark@toter.com

Other Personnel:

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Jeff Gilliam, President - joined Toter in 2002 as Chief Financial Officer, responsible for the finance and accounting, human resources, and information systems functions of the Company. His background includes both finance and general management experience. He became President of Toter in September of 2008. Jeff received his BS from Appalachian State University and is a Certified Public Accountant.

Joe Albrecht, Southwest Regional Sales Manager - joined Toter in 2010 and is responsible for residential and commercial sales in Southern California, Southern Nevada, Arizona, and Utah. He is a veteran in the industry with over 16 years of experience in waste and recycling. His repertoire of implementations in Utah include Salt Lake City's rollout of green waste carts and Kaysville City's rollout of recycling carts. Joe will be responsible for all day to day efforts relative to coordination of manufacturing, shipping and receiving, and overall management of assembly and distribution team operations. He is also responsible for all aspects of client interface during the City's contract. Joe received a BA in Liberal Arts from The University of Illinois, Urbana Champaign and an MBA from California State University at Long Beach.

Rob Vezina, Central and Southwest Regional Vice President - joined Toter in 2002 as regional manager responsible for residential and commercial sales in several Pacific Southwest states. Prior to coming to Toter, Rob spent 19 years in solid waste management in sales of solid waste collection services to commercial and industrial customers, overseeing outside sales and customer service (management of 30 employees). Rob holds a BS degree in Marketing from Arizona State University.

Catherine Lavis - joined Toter in March of 2012. She manages all Sales Service Representatives and Sales Service Assistants. Prior to coming to Toter, Catherine managed the service and operations team of the heavy construction equipment at Ingersoll Rand. She has over 20 years' experience in the furniture industry directing customer service, distribution and the operations group for a national furniture chain. Catherine obtained her AA degree from Suffolk College in NY.

Donald Sexton, Vice President of Operations - joined Toter in August 2001. He came to Toter with experience in plant management and manufacturing engineering, working with ORC Plastics as Corporate Director of Lean Manufacturing, Draftex International as Operations Manager, and Harvard Industries in various managerial manufacturing aspects. Don will be responsible for all aspects of Manufacturing, Material Control, Quality Control and Shipment of carts. Don is an engineer and received his BS in Business Administration from LaSalle University and graduated from Maynard Research Council as Industrial Engineer.

Don Bishop, Operations Manager of Assembly and Delivery - joined Toter in 2001. In addition to responsibilities as Operations Manager of Assembly and Delivery, Don will be responsible for all aspects of inbound carts including receiving materials in anticipation of staging, and all aspects of assembly, distribution and container maintenance programs. Don also is Manager of Fort

Worth's Maintenance Program. Prior to his current position, Don was Plant Operations Manager in Statesville, NC. He came to Toter after owning his own injection molding company over 5 years and spending 33 years in the automotive industry, designing and manufacturing automotive body parts for Ford and General Motors.

Barbara Davidson, Human Resources Manager - has been employed at Toter for 20 years, with 11 years of experience in the Human Resources area. During her tenure at Toter she has also had the opportunity to work in Administration, Accounting, Customer Service, and Marketing. As Human Resources Manager, Barbara directs the functions of the HR Department, including recruiting, benefits administration, safety, policy & procedure administration, federal/state reporting, employee relations, employee litigations, disciplinary actions, etc. Barbara earned her Bachelor's Degree in Business Administration from Montreat College.

Jim Pickett, Vice President of Sales, Municipal Sales - joined Toter in 1988 as the Southeast Regional manager. He became Product Manager in 1989, Marketing Manager in 1993, and Vice President of Sales, Eastern Division, in 1996, and currently is Vice President of Municipal Sales for the United States and Canada. Jim managed the development and federal certification of Toter's patented Garbage-By-The-Pound System. He has managed full service cart maintenance programs since 1994 in Charlotte, NC; Washington, DC; Nashville, TN; and Fort Wayne, IN, and he manages Toter's RFID systems in tandem with Martin Banish (below). Jim earned his BS in Engineering from the United States Military Academy and completed his MBA requirements from Wake Forest University.

Martin Banish, Information Technology Manager - joined Toter in 2003 as Manager of Information Systems. He manages all system related issues for Toter, including RFID Systems. He received his BS in Information Systems from Appalachian State University.

Key Personnel listed above are involved in all contracts and resulting orders. Each person's level of involvement is based on the requirements of each contract. For a listing of references for these personnel, please see Toter's Municipal Reference Listing included under Technical sections in our bid response following.

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interview/demonstration process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview/demonstration process.

3. Additional Investigations

3.1 The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.

4. Prior Experience

4.1 Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

5. Multiple Awards

5.1 To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

- 1. 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.

- 2. FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location 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.

3. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
4. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to Termination of Contract, in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.
5. **TERM AND 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 or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
6. **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.