

ATTACHMENT 3

CITY OF MERCED
CONTAINER PURCHASE AGREEMENT
SCHAEFER SYSTEMS INTERNATIONAL, INC.
SOLID WASTE COLLECTION CONTAINER PURCHASE

This Container Purchase Agreement ("Agreement") for reference dated ~~SEPTEMBER 21~~, 20~~20~~ by and between the CITY OF MERCED, a municipal corporation, hereinafter referred to as the "CITY," and Schaefer Systems International, Inc., a North Carolina corporation, hereinafter referred to as "VENDOR."

WHEREAS, this purchase is through the National Joint Powers Alliance (NJPA), which awarded container purchase contract to Schaefer Systems Inc. through a competitive bidding process; and

WHEREAS, the NJPA has developed a cooperative purchasing program for the purchase of goods and services, offers a wide variety of commodities including carts and equipment at prices which have been assessed to be fair, reasonable, and competitive; and

WHEREAS, NJPA Contract #041217 provides for the purchase of solid waste collection containers by public agencies through the VENDOR; and

WHEREAS, the VENDOR provided a proposal for solid waste container purchasing through NJPA Contract #041217 as set forth in the attached Exhibit A; and

WHEREAS, this Agreement, for a total not to exceed amount of \$150,000 in Fiscal Year 2020-2021, and;

WHEREAS, the not to exceed dollar amount for each subsequent Fiscal Year shall not exceed the amount approved by the City Council in the annual Solid Waste Budget.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

1. TERM. This Agreement shall be effective as of the date executed by all parties and approved as to form by the City Attorney and shall continue for a term of five years, with the City having two (2) one (1) year options to renew this Agreement unless otherwise terminated as set forth in Paragraph 10.

2. VENDOR shall provide and deliver to CITY the number of solid waste containers ordered by CITY from time to time, as described in the VENDOR proposal (i.e., sixty-five (65) gallons and ninety-five (95) gallons universal solid waste containers), attached hereto as Exhibit A. All containers shall be manufactured under the Solid Waste Collection Containers Specifications attached hereto as Exhibit B. Notwithstanding any provision to the contrary, in the event of any inconsistency or conflict between the terms and conditions in Exhibit A and B, the terms and conditions of this Agreement shall control unless specifically waived or modified by CITY in writing.

3. CITY shall pay VENDOR for Solid Waste Containers at the unit price specified in VENDOR'S proposal in Exhibit A, not to exceed a total of \$150,000.00 in Fiscal Year 2020-2021, and for subsequent years within the term of this Agreement, not to exceed the amount specified in the annual Solid Waste Budget

as approved by the City Council of the CITY, including but not limited to all applicable tax, equipment, options and delivery costs.

4. The containers purchased hereunder shall be delivered to the CITY at its Corporation Yard located at 1776 Grogan Ave, Merced, California 95341. An alternate delivery site may be acceptable upon prior written approval of the Public Works Director of the CITY. All risks of loss shall be borne by the VENDOR until final delivery and acceptance of the containers by CITY at the aforementioned location in Merced. Ownership and possession of the containers shall pass to CITY upon final acceptance by the CITY.

5. VENDOR shall not have the right to sell, assign or transfer any rights or obligations resulting from this Agreement without the express written consent of the CITY.

6. The containers purchased herein shall comply with all current federal, state and local and other applicable laws or regulations relative thereto.

7. VENDOR shall indemnify, protect, defend, save and hold CITY, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of VENDOR or VENDOR'S officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of VENDOR or its employees, subcontractors, or agents, or by the quality or character of VENDOR'S work. It is understood that the duty of VENDOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall survive the expiration or termination of this Agreement. By execution of this Agreement, VENDOR acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8. VENDOR shall fully warrant all materials and equipment against poor and inferior quality and workmanship of equipment, labor and materials, in accordance with the proposal and specifications for the carts, or if not specified in the proposal, for a period of not less than ten years from the date of final acceptance by the CITY.

9. Payment will be made only upon receipt at CITY of all materials, services and invoices which are as specified and in accordance with the terms of this order, unless otherwise stated herein.

10. TERMINATION:

- A. CITY or VENDOR may terminate this Agreement with or without cause by providing thirty (30) days written notice prior to the effective termination date.
- B. In the event of such termination, CITY shall pay VENDOR within thirty (30) days for all unpaid products ordered by the CITY up to and including the date of such termination.
- C. If VENDOR fails to timely provide in any manner the services, products, or materials pursuant to the specifications required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, the CITY may terminate this Agreement by giving five (5) days written notice to VENDOR.

11. All materials and services furnished must be as specified and will be subject to inspection and

approval by the CITY. The CITY reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.

12. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by VENDOR or its agent to the CITY shall pass to the CITY upon the CITY's inspection and acceptance of such items at the CITY's premises.

13. This Agreement is subject to availability of funds. CITY may terminate this Agreement any time prior to the actual and physical building, manufacturing and assembling of the containers by providing a written notice to VENDOR that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by VENDOR. CITY shall have no obligation to VENDOR if the Agreement is so terminated. CITY further reserves the right to cancel all items not delivered within one (1) year of the execution of this Agreement. In case of default by VENDOR, the CITY may procure the goods or services from any source available and may charge the difference between the price named in the contract and the actual cost thereof. Prices paid by the CITY shall be considered the prevailing market price at the time such purchase is made.

14. CITY and VENDOR agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of California. It is further agreed that any legal action between the CITY and the VENDOR arising out of this Agreement or the performance of the services shall be brought in a State court in Sacramento County, California.

15. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the CITY shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable attorneys' fees and costs including any expert witness.

16. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof. All amendments to this Agreement must be in writing and signed by both the CITY and the VENDOR.

17. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

18. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

VENDOR: Schaefer Systems International, Inc.

(Must be signed by two officers of the corporation, one of which is the Financial Officer.)

8/31/2020
Date

22-1851861
Tax I.D. Number

Brett Belda
Signature

DAVE CUSUMANO
Signature

Brett Belda
Print Name

DAVE CUSUMANO
Print Name

VP Sales
Title

VP, FINANCE DIRECTOR
Title

CITY OF MERCED, A Municipal Corporation:

9/21/2020
Date

Stephanie Dietz
Stephanie Dietz, Interim City Manager

ATTEST:

Jennifer Levesque
Jennifer Levesque, Interim Deputy City Clerk
Assistant

301336
FUNDING AVAILABLE:

PO# 139682

Venus Rodriguez
Venus Rodriguez, Finance Officer V-18198
Funds available up 9/17/20
Multiple Accounting
\$94,387.22 FL 9/17/20
ORIGINAL APPROVED AS TO FORM:

ORIGINAL APPROVED AS TO CONTENT:

Ken Elwin
Ken Elwin, Public Works Director

Phaedra Norton
Phaedra Norton, City Attorney

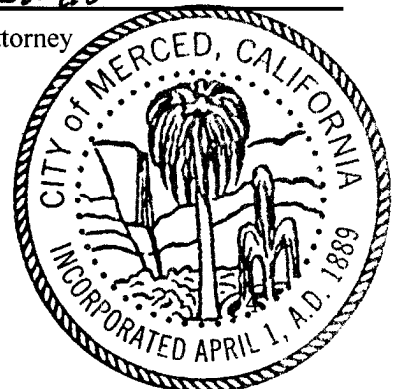


EXHIBIT A
Schaefer Systems International, Inc.
Cost Proposal

Schaefer Systems International, Inc.

1111 S. W. 10th St.

Merced, CA 95340-4708

USA

Phone: (209) 344-4700



QUOTATION: SOURCEWELL CONTRACT #041217-SFR

Quote #:	014578-1	Requested by:	Dan McComb
Date:	8/12/2020		
Quote Expiration:	12/31/2021	Bill to:	City of Merced, CA
Terms:	Net30		Accounts Payable
FOB:	PPD		678 W 18th St
Lead Time:	3-5 Weeks ARO		Merced, CA 95340-4708
			USA
		Ship to:	City of Merced, CA
			Accounts Payable
			678 W 18th St
			Merced, CA 95340-4708
			USA

Line	Quantity	Item number	Description	Unit price	Net amount
1	549	95N.000	USD95M 95-CART WITH PLUGGED BAR (N MODEL); - 10" PLASTIC WHEELS; - STANDARD COLOR AS REQUIRED; - REPEAT ARTWORK ON FILE; Body: TBD Lid: TBD	\$47.25	\$25,940.25
2	847	65N.000	USD65M 65-CART WITH PLUGGED BAR (N MODEL); - 10" PLASTIC WHEELS; - STANDARD COLOR AS REQUIRED; - REPEAT ARTWORK ON FILE; Body: TBD Lid: TBD	\$43.50	\$36,844.50
3	1	FREIGHT	FREIGHT	\$570.00	\$570.00
Sales tax (Applicable sales tax will be added unless a valid Tax Exemption certificate is on file)					\$5,179.74
Total					\$68,534.49

PLEASE NOTE:

- Pricing valid for all 2020-2021 cart purchases;
- Pricing will be reviewed for annual adjustment thereafter (reviewed in December for Jan.1 effective date);
- Any price adjustment(s) will be based on the CDI (Chemical Data Index) HDPE resin market (all documentation for price adjustment will be provided at time of request);
- Lines 1 & 2 are full truckload quantities for each size cart - mixed loads are acceptable;
- Line 3 Freight is for each truckload ordered;

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

Schaefer Systems International, Inc.

1111 W. 14th St.

Chicago, IL 60604

USA

Phone: 773.399.1111



QUOTATION: SOURCEWELL CONTRACT #041217-SFR

Quote #: 014578-1

Requested by: Dan McComb

Date: 8/12/2020

Agreed and accepted by:

A handwritten signature in black ink that reads "Brett Belda".

Brett Belda
Vice President, Sales

Name & Title

8/12/2020

Date

Date

All sale transactions are subject to Schaefer Systems International, Inc. - Standard Terms and Conditions of Sale in effect at the time of sale, published on our website www.ssi-schaefer.us/General_Terms_and_Conditions_for_the_Sale_of_Goods_and_Services.

* Assembly is required for wheels and axles unless assembly and distribution is being completed by Schaefer

* Orders with custom hot stamps are non-cancelable

EXHIBIT B

PART I

SOLID WASTE COLLECTION

CONTAINER SPECIFICATIONS

SCOPE: These Specifications cover sixty-five (65) gallons and ninety-five (95) gallons universal container designed for collection of solid waste material. The container shall be designed to dump into standard rear load garbage truck, manual side loader, front load garbage truck, fully automated refuse vehicles, or a recycling vehicle meeting ANSI approved lifters.

A. **Manufacturing Process:**

Each container and lid must be made from the injection-molding process manufactured under strict ISO 9001:2008 certification guidelines.

B. **Plastic Material:**

Virgin plastic resin for the container body and lid must be first quality high-density polyethylene (HDPE) supplied by a national petrochemical producer, such as Exxon Mobil. Off-spec or wide-spec material is not acceptable. Virgin material is combined with Post- Consumer Recycled (PCR) plastic during manufacturing. Containers may be manufactured with up to 20% Post-Consumer Recycled (PCR) material.

C. **UV Stabilization:**

The resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade in normal use. The container must be protected against ultraviolet rays with an ultraviolet stabilizer additive no less than one and one half percent (1.5%) by weight.

D. **Resin Blending Process:**

All of the plastic resin and additives will be hot-melt blended; dry-blending of material is unacceptable.

E. **ANSI Conformance:**

Containers must meet all requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" containers. The VENDOR must submit independently certified copies of all ANSI test results with proposal. Test results must state load (in pounds) under which tests were conducted and testing parameters. The ANSI Appendix D test for "Loading and Unloading Test for Containers" must clearly state that the required 520 dump cycles under the container's full rated load were performed on both a Semi-Automated Container Lifter and a Fully Automated Grabber Arm.

F. **Container Body Design:**

The container shall be a minimum sixty-five (65) gallons or a minimum ninety-five (95) gallons, excluding the domed lid. Upper front and side body walls shall be uniform in wall thickness from the ground to the gussets. Back body wall shall be straight from the wheel well to the gussets with uniform wall thickness. The container must have a reinforced wall thickness in all critical wear areas (front wall of container, below lift bar, bottom of container). The body walls shall have a slight taper so that the top of the body is slightly larger than the bottom for nesting during shipment. The container shall be free from sharp corners, edges, points, or other structures that could represent a hazardous nuisance.

G. Container Surface:

Interior and exterior surface shall be smooth, non-porous, uniform in appearance, and free of foreign substances, shrink holes, cracks, blowholes, webs, and other superficial or structural defects that could adversely affect the appearance and performance of the container. It shall not support combustion or bacterial growth.

H. Load Rating:

The container must be designed to regularly receive and dump two hundred and twenty (220) pounds for the sixty-five (65) gallons and three hundred forty (340) pounds for the ninety-five (95) gallons of refuse materials, excluding the weight of the container, without permanent damage or deformation. This load rating conforms to ANSI Standard Z245.30.

I. Wall Thickness:

The container must have a minimum wall thickness of 0.160 inches and an average wall thickness of .183 inches throughout the body of the container. The container must have a minimum wall thickness of 0.207 inches in critical wear areas and an average wall thickness of .211 inches in critical wear areas (i.e. cart bottom, handle and lift mechanism).

J. Abrasion Protection:

The body of the container shall have two (2) 3/8" molded-in wear strips to withstand abrasion and wear associated with street contact during moving and lifting. Add-on wear pads or abrasion strips that are concaved at the inside bottom of the container are not acceptable.

K. Lid:

Each container shall be equipped with a convex shaped lid designed to continuously overlap the body to prevent rainwater and deter rodents from entering the container. The lid shall be of one-piece construction and have an in-molded rim on the underside circumference to serve as a vector barrier and condensation collector. The lid shall be designed to enable the free and complete flow of refuse from the container during the dumping cycle.

L. Lid Handle:

The lid shall include two (2) oblique handles on the front corners for easy opening. Bolted on handles are unacceptable. Lids that must be opened manually by grasping the edge of lid are unacceptable. For safety reasons, when opening the lid manually, hands should not come in contact with the front base of the lid.

M. Lid Hinge:

The lid hinge shall be attached to the handles at three (3) points with rust-proof plastic fastener system. Bolted or screwed on lid hinges are unacceptable. Hinges shall be test-rated to nine hundred (900) pounds pull strength. The lid should open to a position 270 degrees from the closed (horizontal) position and hang open without stressing the lid or container body.

N. Wheels:

The sixty-five (65) gallons container shall be equipped with two (2) 10-inch plastic molded wheels, rated for a minimum 200 pound load per wheel. The ninety-five (95) gallons container shall be equipped with two (2) 12-inch plastic molded wheels, rated for a minimum 200 pound load per wheel. Wheels must be Snap-On style. Wheels requiring palnut attachments, washers or other means of attachment are not acceptable.

O. Wheel Axle:

Each container shall be fitted with a minimum 7/8 inch diameter, cold-rolled steel axle coated with yellow zinc chromate, which shall be mounted in the cart body through yokes molded into the cart body and provide permanently lubricated bearing surfaces.

P. Dimensions:

The container shall be designed with the following exterior dimensions: sixty-five (65) gallons HEIGHT: 42.2 inches; WIDTH: 25.9 inches; DEPTH: 26.5 inches. Ninety-five (95) gallons HEIGHT: 46.1 inches; WIDTH: 27.7 inches; DEPTH: 31.6 inches.

Q. Wind Testing:

The container, when empty, shall be stable and not blown over in winds from any direction up to forty (40) mph.

R. Stability:

The container, whether empty or full, shall remain in the upright position when the lid is thrown open.

S. Recyclability:

The container body and lids shall be manufactured from materials that may be recycled at the end of the useful life.

T. Color:

Container color shall be selected from standard color options. Painting of containers is unacceptable.

U. Serial Numbers:

The container body shall have a serial number hot stamped onto the front of container approximately 1" in height. The serial number shall contain 9 digits; including a 3 digit alphanumeric prefix that followed by a unique 6 digit number.

V. User Instructions:

Instructions for the safe use of the container shall be molded into each lid. Instructions must include the load lasting of the container stated in both pounds and kilograms.

W. Logo:

Hot stamp featuring the logo of the CITY may be affixed to container body on both sides. All artwork must be approved by the CITY.

X. In-Mold-Label (IML):

Lids must be capable of being imprinted with an IML. Standard IML shall be a 4-color design and contain images and/or language representing materials acceptable for the curbside collection program. The size of a standard IML is 9.5 inches high by 9.5 inches wide.

Y. Assembly Instructions and Parts List:

The VENDOR must submit a container assembly instruction sheet. VENDOR shall also include a list of container parts needed for assembly. In order for ease of assembly and parts inventory, the container shall be comprised of a maximum of eight (8) parts.

Z. Warranty:

The container shall come with a ten (10) year warranty providing no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after installation. The manufacturer shall have the right to inspect, test and reclaim the defective containers.

AA. Point of Manufacture:

The VENDOR certifies a subcontractor or out of house control will not manufacture the container body or lid. If VENDOR is a distributor or dealer, the VENDOR must include a statement from the manufacturer that owns the brand stating all container bodies and lids will be manufactured by its own majority owned plants and not subcontracted.