



**CITY OF
TUCSON**

DEPARTMENT OF
PROCUREMENT

NOTICE OF INTENT TO AWARD

October 17, 2017

Henry Retamal, President
Toter, LLC
841 Meacham Road
Statesville, NC 28677
kclark@toter.com

**Reference: Request for Proposal No. 171717
Refuse and Recycling Container Solutions and Related
Products, Equipment and Services**

Dear Mr. Retamal:

It is the City's intent to accept your proposal for the above referenced solicitation.

It shall be your responsibility to forward to this department, **within ten (10) days of the date of this letter**, the items noted on the attached document.

This Notice of Intent to Award is not a contract and does not establish any contractual relationship. The provision of those items indicated on the attached check sheet is one condition precedent to contract execution. The contract is not deemed to be executed until it is signed by the City's Director of Procurement and approved as to form by the City Attorney.

Should you have any questions regarding this letter, please me at (520) 837-4123.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Cc: File

Attachments

CITY OF TUCSON INSURANCE REQUIREMENTS

In conjunction with any work or services performed for the City of Tucson, the Contractor must furnish evidence of insurance in limits and coverage as follows:

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

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

- A. ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:
1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- B. NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.
- C. ACCEPTABILITY OF INSURERS:** Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- D. VERIFICATION OF COVERAGE:** Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

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

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

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

- E. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- F. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

SPECIAL CONDITIONS:

- 1. ***The Comprehensive General Liability and Automotive Insurance will include the City of Tucson as an additional insured with respect to liability arising out of the performance of this Contract.***
- 2. Policies will not be cancelled or reduced in coverage without ten (10) days written notice to the City of Tucson, Procurement Department/Contract Services Division, P.O. Box 27210, Tucson, AZ 85726-7210.
- 3. Deductibles will be stated on the certificate of insurance and are subject to the review and approval of the City.

THE CITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGES FOR CONTRACTS ON AN UNUSUAL SIZE OR RISK.

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

Henry Retamal

Printed Name

President

Title

Name: Kellie Clark

Title: Sr. Manager, Bids/Contracts

Phone: 800-424-0422, Ext 257

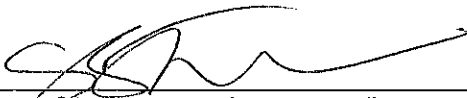
Fax: 704-878-0734

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. 171717-01.

Approved as to form this 31st day of Oct, 2017.



As Tucson City Attorney and not personally

CITY OF TUCSON, a municipal corporation

Awarded this 30th day of October, 2017.



for Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally



**CITY OF
TUCSON**

DEPARTMENT OF
PROCUREMENT

November 15, 2017

Sent via electronic mail, this day

Henry Retamal, President
Toter, LLC
841 Meacham Road
Statesville, NC 28677
kclark@toter.com

Re: Contract No.: **171717-01**
Contract Title: **Refuse and Recycling Container Solutions and
Related Products, Equipment and Services**

Dear Mr. Retamal:

The City of Tucson has awarded your firm the contract for furnishing the City's requirements for **Refuse and Recycling Container Solutions and Related Products, Equipment and Services** during the time period of February 1, 2018 through January 31, 2019.

Please find attached your pdf copy of the contract, purchase order and the Designation of Contract Representative Memorandum outlining the duties and responsibilities of the representative as they relate to this contract. If you have any questions concerning this award, please contact me at (520) 837-4123.

The City wishes to thank you for your interest and proposal.

Sincerely,

Jeffrey Whiting
Senior Contract Officer

JW/lr

Attachments

Cc: File 171717

Purchase Order

PO Printed Date:
10/31/2017

City of Tucson
Procurement Department
255 W Alameda
P.O. Box 27210
Tucson, 85726
USA

V Vendor Number: 0763040

E
N Toter Inc
D Kellie Clark
O 841 Meacham Rd
R PO Box 5338
STATESVILLE, NC 28687
Email: ckitts@toter.com
Phone: (704)872-8171
Website: www.toter.com
Id: 16856

PO Date: 10/31/2017

Buyer: Jeffrey Whiting

Phone #: (520)837-4123

FOB:

Terms: Net 30

**Purchase Order
Number
40582 : 0**

**ALL PACKING SLIPS,
INVOICES AND
CORRESPONDENCE
MUST REFERENCE THIS
NUMBER.**

S
H ENVIR - Environmental Services
I PARK - Environmental Services-Park
P Environmental Services
4004 S Park, Bldg 1
T Tucson, AZ 85714
O

I
N ENVIR - Environmental Services
V Finance/Accounts Payable
O PO Box 27450
I Tucson, AZ 85726-7450
C USA
E

Department	Bid Number	Requisition Number	Delivery Date
ENVIR - Environmental Services		1744745	0 Days ARO

Item	Class Item	Bid Item #	Req Line Item #	Quantity	Unit	Unit Price	Total
1	TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT FOR THE PURCHASE OF NATIONAL APC CONTAINERS BEGINING FEBRUARY 1, 2018 AND ENDING JANUARY 31, 2019 pCard Manadatory		1744745- 1	0.0	EA - Each	\$0.00	\$0.00
Subtotal							\$0.00

	Tax	\$0.00
	Freight	\$0.00
	Discount	\$0.00 -----
	Total	\$0.00

DIRECTOR OF PURCHASER/BUYER		
FINANCE APPROVED	DATE	ENCUMBERED



MEMORANDUM

DATE: June 26, 2017

TO: Lisa Rotello
Environmental Services

FROM: Jeffrey Whiting
Department of Procurement

SUBJECT: DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson **CONTRACT NO. 171717 – Refuse & Recycling Container Solutions and Related Products, Equipment & Services**. As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

In order to fulfill your duties and responsibilities on behalf of the City, you must:

1. Be thoroughly familiar with the terms and provisions of the contract;
2. If applicable, after award of the contract issue a written notice to proceed ("NTP") to the Contractor with a copy of the NTP to Procurement for inclusion in the official contract file;
3. Advise the contractor in writing, with copy to Procurement, of any violation of the contract terms and provisions, and in the event significant violations occur, contact the City Department of Procurement for direction;
4. Review any proposed or suggested changes (i.e. amendments) to the contract, and furnish your recommendations for Procurement's authorization prior to proceeding;
5. Promptly accept delivered goods or services, which are satisfactory, and reject those, which are not;
6. Review Contractor invoices thoroughly. Where inaccuracies are found, ensure correction by the Contractor before approval is provided for payment. Invoices must be submitted in accordance with the contract terms;
7. Ensure that a copy of any final reports generated by the Contractor, if required under the contract, are forwarded to Procurement for inclusion in the contract file.

You are **not** authorized to take the following actions:

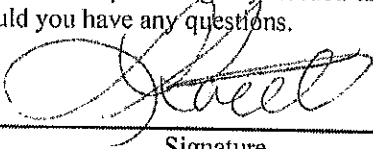
1. Amend the contract or enter into supplemental verbal or written agreements;
2. Grant time extensions or otherwise modify the terms and provisions of the contract;
3. Commit the City of Tucson in any manner except as allowed under the contract.

Compliance with these policies will, among other things, provide a clear audit trail of City contracts and, most importantly, help prevent potential legal entanglements. Additionally, in accordance with Chapter XV of the Tucson City Charter, any officer or employee of the city, who intentionally or knowingly contracts for or purchases any material services or construction in a manner contrary to the requirements of the Charter or the Tucson Procurement Code may be deemed guilty of a misdemeanor and may be removed from office or terminated from employment.


Please indicate your understanding of and concurrence with the provisions of this document, applicable language in the Charter and the Tucson Procurement Code by signing below and returning the original to Procurement. Completion of this form is required prior to authorizing any work under the contract. Your responsibilities cannot be delegated without proper written notification to the City's Department of Procurement.

This department looks forward to providing any needed assistance throughout the term of the contract. Please do not hesitate to contact us should you have any questions.

Lisa Rotello
Printed Name


Signature

6/27/17
Date

Purchase Order	PO Printed Date: 10/31/2017
 <div style="margin-left: 20px;"> <p>City of Tucson Procurement Department 255 W Alameda P.O. Box 27210 Tucson, 85726 USA</p> </div>	

V E N D O R	<p>Vendor Number: 0763040</p> <p>TOTER INC KELLIE CLARK 841 MEACHAM RD PO BOX 5338 STATESVILLE, NC 28687 Email: ckitts@toter.com Phone: (704)872-8171 Website: www.toter.com Id: 16856</p>
----------------------------	--

<p>PO Date: 10/31/2017 Buyer: Jeffrey Whiting Phone #: (520)837-4123 FOB: Terms: Net 30</p>	<p>Purchase Order Number 40582 : 0</p> <p>ALL PACKING SLIPS, INVOICES AND CORRESPONDENCE MUST REFERENCE THIS NUMBER.</p>
---	--

S H I P T O	<p>ENVIR - Environmental Services PARK - Environmental Services-Park Environmental Services 4004 S Park, Bldg 1 Tucson, AZ 85714</p>
----------------------------	---

I N V O I C E	<p>ENVIR - Environmental Services Finance/Accounts Payable PO Box 27450 Tucson, AZ 85726-7450 USA</p>
---------------------------------	--

Department	Bid Number	Requisition Number	Delivery Date
ENVIR - Environmental Services		1744745	0 Days ARO

Item	Class Item	Bid Item #	Req Line Item #	Quantity	Unit	Unit Price	Total
1	TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT FOR THE PURCHASE OF NATIONAL APC CONTAINERS BEGINING FEBRUARY 1, 2018 AND ENDING JANUARY 31, 2019 pCard Manadatory		1744745- 1	0.0	EA - Each	\$0.00	\$0.00
Subtotal							\$0.00

	Tax	\$0.00
	Freight	\$0.00
	Discount	\$0.00 -----
	Total	\$0.00

DIRECTOR OF PURCHASER/BUYER		
FINANCE APPROVED	DATE	ENCUMBERED

City of Tucson, Arizona and National Intergovernmental Purchasing Alliance

Request for Proposal for:
Refuse and Recycling Container Solutions and
Related Products, Equipment and Services



Contacts:

Jim Pickett, Vice President, Sales

704-905-4327 (cell)

800-424-0422, Ext 204

jpickett@wastequip.com

and

Kellie K. Clark

Sr. Manager, Bids/Contracts

800-424-0422, Ext 257

kclark@toter.com

Due: July 31, 2017 – 4:00 pm



COPY

Toter®

BUILT FOR EXTREMES™

Mr. Jeffrey Whiting
Department of Procurement
City Hall
City of Tucson
City Hall
255 Alameda
Tucson, AZ 85726-7210

Ref: **TOTER, LLC COVER LETTER**

City of Tucson RFP No. 171717 – for
For "Refuse & Recycling Container Solutions and Related Products, Equipment & Services"

Dear Jeffrey,

Thank you for inviting Toter, LLC to participate in the City's Request for Proposals for refuse and recycling carts. We are pleased to have been chosen as the City's supplier in the two previous RFP's and for the resulting national contracts administered through the National Intergovernmental Purchasing Alliance (National IPA). We hope that this submittal will exceed all of your expectations for your best value supplier.

Tucson and hundreds of National IPA participating agencies have proven that Toter "*municipal carts*" are a "forever" tool. "Forever" because carts are the backbone of your service for the foreseeable future. Reducing replacement cost and lowering maintenance costs are major annual considerations in obtaining the lowest Total Cost of Ownership. This new RFP presents the City with a clear choice between continuing to buy durable, municipal carts or switching to "*hauler carts*", ones that garbage haulers buy at the lowest bid to compete for municipal collection bids. That selection criteria is "give me the cheapest cart available" to help drive down the hauler's collection bid price. Durability is not a consideration. Haulers usually turn over ownership of the carts to the city or county after the 3 to 5 year contract period and lack of durability becomes the government's problem. Tucson's excellent customer service with City purchased carts does not fit that scenario.

In numerous calls on the City under the current contract we have stressed why Toter is Tucson's best value:

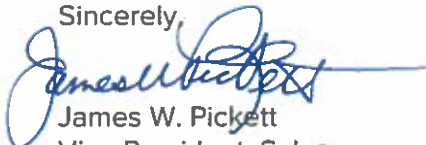
1. Toter's 12 Year Cart Body Warranty is 2 years longer than any other cart warranty. 2 additional years of coverage reduces potential cart replacement cost in years 11 and 12 of ownership by \$7 to \$9/cart. Nothing prevents another cart company from offering a 12 year warranty other than the knowledge that its carts are not durable.
2. Our proven 15 to 20+ year service life is many years longer than the service life claimed by the leading injection molded cart manufacturer (only 10 years). Beyond the period of our 12 year Body warranty Tucson can avoid premature cart replacement and save approximately \$22/cart.
3. Correct Toter cart sizes to match the City's established service requirements: 96, 64, 48 and 32 gallon carts that are exact volume increments of one another.

From a standpoint of hundreds of National IPA's participating agencies, Toter carts have been chosen because of items 1 through 3 above and:

4. NESTABLE (stack one inside another, fully assembled) Toter carts save \$3/cart in delivery cost to homes. No other brand is Nestable when fully assembled.
5. Over 50% order Granite colors that present an upscale look and hide dirt and scratches. Injection molders could but do not offer Granite colors
6. About 1/3 of users order their Toters shipped Fully Assembled, "READY TO ROLL". No other cart brand ships fully assembled in efficient stacks 6 carts high.
7. We offer long-term solutions to meet every possible need of local governments: Organics Carts, Bear Resistant Carts, Critter Resistant Carts(including Javelinas), Cart sizes 16 to 96 Gallons, Front Load Containers, and Yard Waste Carts as well as RFID Technology, Cart Maintenance, and Cart Assembly and Delivery Services.

We would welcome the opportunity to meet with the City to discuss our proposal and how we can best tailor it to meet the City of Tucson's needs.

Sincerely,



James W. Pickett
Vice President, Sales

JWP/kkc

Toter Response to City of Tucson, Arizona RFP #171717

TABLE OF CONTENTS

Table of Contents

Offer and Acceptance Form

Amendments/Proposal

Amendment #1

City of Tucson – Request for Proposal

Toter's Response – Method of Approach

Toter's Response – Price Proposal for City of Tucson

Toter's Response – Qualifications and Experience

Toter's Response – Points of Negotiation

Toter's Response – Technical Information

This section includes items (not listed in order) such as:

Product Literature

Technical Specifications

Certifications

Drawings

Assembly and Disassembly

Invoice Sample

ANSI Test Results

Wind Tunnel Test Results

Warranties and Warranty Claim Procedures

Cost Savings Information

Resin Information

Toter Process Flow Chart

Toter Sample Invoice

Dunn & Bradstreet Report

City of Tucson, AZ Business License Certificate

City of Tucson Color Chips

National IPA – RFP Attachments

Toter's Response – Supplier Qualifications

**Toter's Response – Price Proposal for National IPA
Participating Agencies**

Continued next page

Toter®
BUILT FOR EXTREMES™

Toter's Response – Toter's Technical Information

This section includes items such as (not listed in order):

How Toter Can Save You Money

Summary and Samples of Marketing Tools and Strategies

Product Literature for Toter's Offering of Products

Technical Specifications

Certifications

Drawings

Assembly and Disassembly

ANSI Test Results

Wind Tunnel Test Results

Warranties and Warranty Claim Procedures

Resin Information

Toter's Summary of Sustainability Commitments

Toter Process Flow Chart

Dunn & Bradstreet Report

Standard Solid and Special Granite Color Chips

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

Henry Retamal

Printed Name

President

Title

Name: **Kellie Clark**

Title: **Sr. Manager, Bids/Contracts**

Phone: **800-424-0422, Ext 257**

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. 171717-

Approved as to form this _____ day of _____, 2017.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2017.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

Please Note:

Items within this section that require Proposer Responses are blank. Documents (only) are provided here for reference purposes, per the City's instructions.

All Toter responses are located within the tabbed sections to follow.

Toter®
BUILT FOR EXTREMES™



CITY OF TUCSON

DEPARTMENT OF PROCUREMENT


REQUEST FOR PROPOSAL NO. 171717

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

AMENDMENT NO. 1

DATE ISSUED: JULY 11, 2017

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 your PROPOSAL. This amendment is hereby made part of the referenced solicitation as though fully set forth therein. Any questions regarding this amendment should be addressed to Jeffrey Whiting, Contract Officer at (520) 837-4123 or Jeffrey.Whiting@tucsonaz.gov.



DEPARTMENT OF PROCUREMENT
ADMINISTRATION • DESIGN AND CONSTRUCTION SERVICES • GOODS AND SERVICES
MAIL SERVICES • S.A.M.M. (SURPLUS AUCTION MATERIALS MANAGEMENT)
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.tucsonprocurement.com

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
Phone: (520) 837-4123
ISSUE DATE: JULY 11, 2017

RFP NO.: 171717
RFP AMENDMENT NO.: 1
PAGE 1 of 3

DUE DATE: JULY 31, 2017 @ 4:00 P.M., Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

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

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

ITEM NO. ONE (1): DUE DATE

RFP DUE DATE: The Proposal Due Date and Time has been changed and shall be: **July 31, 2017 at 4:00pm.**

ITEM NO. TWO (2): SPECIFICATION CHANGES

- I. Pursuant to RFP 171717, **Scope of Work, Section IV. Technical Requirements, Paragraph 1. Capacity**, is hereby replaced with the following:

1. CAPACITY

1.1 Ninety-five (95) gallon or equivalent - A container body, measured in U.S. liquid gallons, which will hold approximately 95 gallons.

1.2 Sixty-five (65) gallon or equivalent - A container body, measured in U.S. liquid gallons, which will hold approximately 65 gallons.

1.3 Forty-Eight (48) gallon or equivalent - A container body, measured in U.S. liquid gallons, which will hold approximately 48 gallons.

- II. Pursuant to RFP 171717, **Scope of Work, Section IV. Technical Requirements, Paragraph 10. Polyethylene Material Requirements, Subparagraph 10.6**, is hereby replaced with the following:

10.6 All containers shall be designed for load ratings in accordance with ANSI Standards, and be designed to regularly hold specified weights without permanent damage, deformation, or structural failure of the container. 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.

- III. Pursuant to RFP 171717, The Price Page is hereby replaced with the attached Price Page Revised July 11, 2017.

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
Phone: (520) 837-4123
ISSUE DATE: JULY 11, 2017

RFP NO.: 171717
RFP AMENDMENT NO.: 1
PAGE 2 of 3
DUE DATE: JULY 31, 2017 @ 4:00 P.M., Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

ITEM NO. THREE (3): QUESTIONS AND ANSWERS

The following questions have been received by the City. The questions, along with the City's response, are provided below:

1.

Q. Under Section IV. Technical Requirements, the City is requiring 2" high serial numbers. Please confirm if 1 ½" high serial numbers would be acceptable to the City.

A. Pursuant to the Instructions to Offerors section, Paragraph 10. Exceptions to Contract Provisions, Offerors may take exceptions to requirements described in the solicitation, and propose deviations. As such, the Offerors exceptions and deviations will be evaluated accordingly.

2.

Q. Under the Special Terms and Conditions section, Paragraph 4. Insurance, the City is requiring specific Insurance related terms and conditions pertaining to notification of modifications or cancelation of Offerors policies. Can these provisions be modified?

A. This requirement is standard for all City contracts of this type, and is being required by the City's Risk Manager. However, pursuant to the Instructions to Offerors section, Paragraph 10. Exceptions to Contract Provisions, Offerors may take exceptions to requirements described in the solicitation, and propose deviations. As such, the Offerors exceptions and deviations will be evaluated accordingly.

3.

Q. Under Section IV. Technical Requirements, Axle Shaft, does the City prefer solid steel axles or tubular steel?

A. The City is open to any axle shafts that meet the defined specification. Offerors are encouraged to submit solutions that they believe are the most advantageous to the City's needs.

4.

Q. Under Section I. General Requirements, Items 3.3 & 3.7, Contractors will be required to provide replacements at "no cost" to the City. Will the City please explain its expectations for costs that must be provided to the City?

A. It is the City's expectation that the all costs related to the replacement of defective material, workmanship, design and/or warranty, as described in Items 3.3 & 3.7, be borne by the Contractor.

5.

Q. Under Section V. Functional Requirements, Item 2 - Please indicate who bears the expense for Verification Testing performed at the City's discretion?

A. The City would bear cost for the verification testing described in Item 2 of this section.

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
Phone: (520) 837-4123
ISSUE DATE: JULY 11, 2017

RFP NO.: 171717
RFP AMENDMENT NO.: 1
PAGE 3 of 3
DUE DATE: JULY 31, 2017 @ 4:00 P.M., Local AZ Time
RESPONSIBLE CONTRACT OFFICER: JEFFREY WHITING

6.
Q. Will the City please provide a copy of the sign-in sheet from the Pre-Proposal Meeting?

A. The City will not be making the sign-in sheet public at this time. However, representatives from the following entities were in attendance:

City of Tucson
IPL
National IPA
Schaefer Systems
Toter

****END OF AMENDMENT****

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


Henry Retamal, President

Print Name and Title

07/27/17

Toter, LLC

Company Name

841 Meacham Road

Address

Statesville NC

City

State

28677

Zip

REVISED PRICE PAGE
July 11, 2017

This Price Page lists containers that will likely be purchased under the contract. This list is not all-inclusive. This list shall be used for price evaluation purposes.

It is recommended that offerors 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	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES
-------	-------------	---------------	-------------	-----------------

GROUP I

1. Base, 95 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

_____	7,000	\$ _____ EA	\$ _____
-------	-------	-------------	----------

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED	\$ _____ EA
-------------------------------	-------------

2. Base, 95 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

_____	8,000	\$ _____ EA	\$ _____
-------	-------	-------------	----------

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED	\$ _____ EA
-------------------------------	-------------

3. Base, 65 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

_____	500	\$ _____ EA	\$ _____
-------	-----	-------------	----------

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED	\$ _____ EA
-------------------------------	-------------

4. Base, 65 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

_____	500	\$ _____ EA	\$ _____
-------	-----	-------------	----------

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED	\$ _____ EA
-------------------------------	-------------

**5. Base, 48 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK**

_____ 500 \$_____ EA \$_____

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED \$_____ EA

**6. Base, 48 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK**

_____ 500 \$_____ EA \$_____

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED \$_____ EA

ITEM#	DESCRIPTION	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES
-------	-------------	---------------	-------------	-----------------

GROUP II

1. CUSTOM LOGO/TYPE IMPRINTING

APPLICATION FEES 95 GALLON BLUE 15,000 \$_____ EA \$_____

SETUP FEES (PER NEW GRAPHIC) \$_____ EA

2. HOTSTAMPS

APPLICATION FEES 95 GALLON 73,000 \$_____ EA \$_____

SETUP FEES (PER NEW GRAPHIC) \$_____ EA

3. CUSTOM LOGO/TYPE IMPRINTING

APPLICATION FEES 95 GALLON GREEN 8,500 \$_____ EA \$_____

SETUP FEES (PER NEW GRAPHIC) \$_____ EA

4. 4 COLOR MOLDED GRAPHIC

APPLICATION FEES 95 GALLON BLUE \$_____ EA

SETUP FEES (PER NEW GRAPHIC) \$_____ EA \$_____

ITEM#	DESCRIPTION	UNIT PRICES
-------	-------------	-------------

GROUP III

- | | | |
|----|----------------------------------|-------------|
| 1. | ALTERNATE COLORS | \$ _____ EA |
| 2. | 8" WHEELS | \$ _____ EA |
| 3. | 10" WHEELS | \$ _____ EA |
| 4. | 12" WHEELS | \$ _____ EA |
| 5. | BAR CODING | \$ _____ EA |
| 6. | FREIGHT FORMULA (If applicable): | |
-

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 171717

PROPOSAL DUE DATE: Monday, July 24, 2017 AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: REFUSE AND RECYCLING CONTAINER
SOLUTIONS AND RELATED PRODUCTS,
EQUIPMENT AND SERVICES

PRE-PROPOSAL CONFERENCE DATE: Thursday, July 6, 2017

TIME: 10:00 A.M. LOCAL AZ TIME

LOCATION: City Hall, Procurement 6th Floor Conference Room,
255 W. Alameda, Tucson, AZ 85701

CONTRACT OFFICER: Jeffrey Whiting
TELEPHONE NUMBER: (520) 837-4123
Jeffrey.Whiting@tucsonaz.gov

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

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****ALERT****

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JW/lr

PUBLISH DATE: Friday, June 23, 2017

INTRODUCTION

The City of Tucson ("City") is soliciting proposals from qualified firms to provide **REFUSE AND RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT AND SERVICES.**

Requirements and qualifications are defined in detail in the Scope of Services section of this Request for Proposal (RFP). The City seeks a firm that can supply refuse containers and related products and services. The successful firm should have a sophisticated infrastructure including strategically located, nationwide distribution centers and employ professional sales representatives to provide effective, timely service to the City of Tucson and to Participating Public Agencies.

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson as the Principal Procurement Agency, as defined in Attachment A, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment A contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a channel partner with Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents Attachment A.

The City of Tucson anticipates spending approximately \$5,000,000.00 over the full potential Master Agreement term for five years. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Refuse and Recycling Container Solutions and Related Products, Equipment and Services purchased under the Master Agreement through National IPA is approximately \$50 million. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

SCOPE OF WORK

Although this section reflects the needs and the requirements for the City of Tucson, National IPA Participating Agencies will have different requirements. The awarded vendor may offer comprehensive refuse and recycling container solutions and related products, equipment and services nationally.

The terms "container" and "hardware" are defined as a complete unit including a full lid assembly.

The City's primary needs are high quality plastic refuse 48, 65, and 95-gallon containers (measured in U.S. liquid gallons) for manual and/or automated curbside waste and recycling; however, other types of containers offered in other sizes, related products and equipment may also be incorporated into any resulting contract.

The specifications below list general requirements; however, exceptions and/or variations thereto that do not compromise overall quality and functionality will be considered. It is recognized that Participating Agencies may have different requirements pertaining to logos, artwork, identification, etc. The intent of this contract is to allow for flexibility for Participating Agencies to customize containers specific to their needs.

I. GENERAL REQUIREMENTS

1. QUALIFIED FIRMS

1.1 Offerors should meet the minimum qualifications:

1.1.1 Be an authorized distributor or manufacturer.

1.1.2 Have a distribution model capable of delivering products nationwide.

1.1.3 Have a demonstrated sales presence.

1.1.4 Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

1.1.5 Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

1.2 **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Department of Procurement. The report shall be sent after eleven (11) months of the Contract term. The report shall provide complete information on the quantity and description of items purchased under this Contract.

2. WAREHOUSING, DISTRIBUTION AND SALES FACILITIES

2.1 The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.

2.2 **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

3. WARRANTY

3.1 All containers and hardware furnished shall be unconditionally warranted for a period of a minimum ten (10) years against defects including, but not limited to: cracking, chipping, peeling, distortion, failures at attachment, weathering degradation, defective or insufficient material, poor material

workmanship on the part of the manufacturer and lowered ultraviolet resistance to aging in the process or normal operational use. If, at any time during the warranty period, a defect should occur with any container, the container shall be replaced by the Contractor at no cost or obligation to the buyer.

3.2 Offeror expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City of Tucson.

3.3 Container 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.

3.4 Warranty replacement will be due to the City within 60 days from the time the City submits the claim.

3.5 Defective containers which are replaced under warranty provisions shall be replaced as complete containers, i.e., with lids, hardware, wheels, etc.

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 scope of work (including smooth maneuverability).

3.6.2 Does not comply with the minimum design requirements of the scope of work.

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

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

3.8 Contractor shall not be responsible for loss, damage or destruction caused by fire, vandalism or theft after the containers have been delivered and accepted.

3.9 The City will hold all defective containers taken out of service (which will be submitted for warranty at a later date) for fourteen (14) calendar days. If desired, It will be the Contractor's responsibility to either schedule a site visit, no more than bi-weekly, to view damaged containers, or to arrange for bi-weekly pickup of containers at no cost to the City.

3.10 The contractor will be held accountable for actual costs incurred by the City associated with replacing damaged or defective containers not replaced by the contractor within the allotted time according to section 3.4 above causing the City of Tucson to replace the container on their own.

4. CATALOGS

4.1 Within 10 days after contract award and after request from City staff, Contractor must submit complete price lists and catalogs of their product line in hard copy and on CD. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

4.2 Contractor shall provide, at no cost, copies of catalogs and/or price lists to using agencies.

II. PRODUCT REQUIREMENTS

1. PRODUCTS

1.1 REFUSE CONTAINERS

A complete and comprehensive line of new containers of the latest design and technology to include, but not be limited to, 48, 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 be limited to, 48, 65 and 95 gallon.

1.3 BALANCE OF LINE

Each offeror may offer their balance of line for other related products. The City reserves the right to accept or reject any or all balance of line items offered.

2. REPLACEMENT PARTS

2.1 Containers shall be furnished complete with all hardware needed for assembly and use. An additional 1% of all replacement parts shall be provided with each shipment to establish an inventory stock for field repairs. The following are considered replacement parts: wheels and assemblies, lids and assemblies, and all associated fasteners and brackets. **All container components shall be obtainable by the City without the requirement to purchase or obtain a complete new container.**

2.2 Replacement parts shall be labeled and separated.

3. CURRENT PRODUCTS

3.1 All products being offered in response to this solicitation and labeled as new shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

4. PRODUCT/RECALL NOTICES

4.1 In the event of any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agencies Contract Representative.

5. PRODUCT STANDARDS AND GUIDELINES

5.1 Containers must meet all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307 and ANSI specification Z245.30-1999, Appendix D

III. SERVICE REQUIREMENTS

The City is interested in evaluating the following categories of value-added services for inclusion in this contract. The categories include, but are not limited to the following.

1. FINANCING

1.1 Financing options available such as lease programs and conditional sales contracts.

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.

The following documents are due upon delivery to the City or participating agency:

2.1.1 M.S.O. (Manufacturer Statement of Origin)

2.1.2 Warranty document

2.1.3 Required manuals

3. CUSTOMER SUPPORT SERVICES

3.1 The policies on replacements, returns, restocking charges, after hour's service, after sales support, out of stock, order tracing, technical feedback, quality assurance for orders and drop shipments.

IV. TECHNICAL REQUIREMENTS

1. CAPACITY

1.1 Ninety-five (95) gallon - A container body, measured in U.S. liquid gallons, which will hold approximately 95 gallons.

1.2 Sixty-five (65) gallon - A container body, measured in U.S. liquid gallons, which will hold approximately 65 gallons.

1.3 Forty-Eight (48) gallon - A container body, measured in U.S. liquid gallons, which will hold approximately 48 gallons.

2. FINISH

2.1 Interior surfaces should have a smooth high gloss finish without pockets or obstructions that may hinder dumping of refuse. Exterior surface should be textured non-slip in the gripping area. No coatings or sprayed on surfaces are permitted. The molded body and lid should not have excessive flash or poorly trimmed areas. The body and lid should have no foreign substances, shrink holes, cracks, thin spots, blow holes, drill holes, webs, or other similar poor workmanship.

3. LIDS

3.1 Each container should be furnished with a lid molded from the same material as the container and shall be of such configuration that it shall not warp, bend, slump, or distort to such an extent that it no longer fits flush on the container properly or becomes otherwise unserviceable. The lid should have the same thickness as the container, or at a minimum, the design shall assure that the lid is durable and rigid. Lids shall open fully. The lid must operate smoothly and not be a safety hazard, or potential maintenance problem. When closed, the lid must prevent entry of rain without latches. Lids may be hot stamped or otherwise have permanently affixed information. Containers should not have lids molded as part of the base.

4. HANDLE

4.1 Each container should have a horizontal handle or handles to provide comfortable gripping areas for pulling or pushing the container. The handle should be molded into the body, and shall only expose plastic surfaces to the hands of the user. Handles should not be molded into the lid or mounted with rivets.

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 manner as to make a container holding 200 lbs. readily mobile.

6. AXLE SHAFT

6.1 The axle shall be capable of supporting a container holding 200 lbs. Bolt on, molded slots, or "press-in" axle attachment methods are not desirable. Axle attachments that create holes into the body of the container are also undesirable.

7. COLOR

7.1 Offeror shall provide containers in the following Pantone color formula guide 1000, 1995, (or current date) colors or equivalent:

7.1.1 For the green refuse containers – Pantone dark green #349c or equivalent, as approved by the City of Tucson

7.1.2 For the blue recycle containers - Pantone recycle blue #294c, #287c or equivalent as approved by the City of Tucson.

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

8. IDENTIFICATION

8.1 Containers shall have lettering and/symbols embossed at three locations:

8.1.1 The front edge of the lid

8.1.2 The front top of the lid

8.1.3 The front of the container (on the hip, above the gripper attachment area).

8.2 Designs and wording will be provided by the City Of Tucson and are subject to change at any time. In order to facilitate inventory control, the body at location 3, shall have an 9 character sequential serial number molded, branded, or hot stamped into its front. Digits shall be a minimum of 2" high and shall be painted in white. 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 (G = garbage, R = recycle). The next two characters will identify the year (yy) of manufacture, with the remaining 5 characters being the sequential order of production starting with 00001 for each container size and material type made under this contract.

8.3 Serial Number Spreadsheet Reporting must be submitted within two weeks after delivery of containers. The report must be in MS Excel format and include the serial numbers of the containers delivered, the invoice number, date of purchase, component and/or container size, quantity, and color.

9. BAR CODING

9.1 If the proposed containers include a bar code system, bar codes should be located on the front of the container above the serial number. 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.

10. POLYETHYLENE MATERIAL REQUIREMENTS

10.1 All containers should be rotationally or injection molded using linear high or medium density polyethylene.

10.2 Polyethylene resin should contain an ultraviolet stabilizer.

10.3 Polyethylene resin e. color shall be non-fading throughout the warranty period.

10.4 All containers should be molded from 80% high or medium density polyethylene virgin first quality materials produced by a national petrochemical manufacturer (i.e.: Exxon, Phillips, Mobil, Dow, DuPont, or equivalent), mixed with 10% to 20% post-consumer high density (HDPE) or medium density (MDPE) resin. Material must satisfy manufacturer's original specification for first quality material and cannot be "batch" produced by the Offeror.

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

10.6 All containers shall be designed to regularly receive and dump a minimum of 200 pounds 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.

V. FUNCTIONAL REQUIREMENTS

1. REQUIREMENTS

1.1 COMPLIANCE WITH STATE OF ARIZONA REQUIREMENTS

Containers must meet all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307.

1.2 FIELD SERVICE

Containers types offered must have been in fully automated field service for at least one (1) year.

1.3 LEAKAGE

The container shall remain free of holes or penetrations that will cause the container to leak throughout the warranty period with the container in normal use.

1.4 COMPATIBILITY

Containers will be used with and must be compatible with existing fully automated refuse collection vehicles.

1.5 COMPRESSION FORCE

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

1.6 DURABILITY

Containers shall have sufficient rigidity to prevent deformation, permanent damage, slippage, or structural failure during lifting and dumping in accordance with ANSI specification Z245.30-1999, Appendix D.

In accordance with ANSI specification Z245.30 – 2008, containers and components shall maintain sufficient strength, shape and appearance, and be resistant to impact and rodent penetration, such as to require no routine maintenance and in general is maintenance free during the warranty period.

1.7 VERTICAL STABILITY

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

The empty, un-weighted (95-gallon) container should withstand wind velocities of at least thirty (30) miles per hour in wind tunnel tests without the container being turned over. The wind tunnel test should be performed with the wind applied from the front, rear, and both sides of the container.

2. VERIFICATION TESTING

2.1 The City reserves the right to have any or all carts submitted for consideration evaluated by an independent testing facility to ensure full compliance with specifications.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit two electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 24. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 25. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

- 26. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

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

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

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.
- 1.2 Provide any proposed 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.
- 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.
- 2.3 Offerors shall provide the name and address of the distributor(s), if other than the Offeror.
- 2.4 Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
- 2.5 Identify the supplier(s) and their business location(s) that will service the City of Tucson's account.
- 2.6 Identify the name and address of the manufacturer.

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

3.3 Submit any and all information on your warranty program.

3.3.1 How long does it last?

3.3.2 How are calls handled and routed?

3.3.3 What are your escalation procedures?

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

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.

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.

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

4. Product Requirements

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

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

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

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

4.4.1 Manufacturing process for containers.

4.4.2 Resin material type, manufacturer, and brand name.

4.4.3 Detailed lid/hinge assembly description and attachment.

4.4.4 Axle assembly material, dimensions, and attachment method.

4.4.5 Wheel material, dimensions, and attachment method.

4.4.6 Certification of recycle ability.

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

4.4.8 Container physical dimensions and wall and lid thickness.

4.4.9 Certified percentage of PCR material utilized.

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.

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.

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

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.

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.

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

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

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

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.

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.

6.2 Provide detailed information explaining your service capabilities.

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

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

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

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?

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

6.8 Provide all financing options available.

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

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.

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?

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.

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

8. Functional Requirements

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

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

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.

8.4 Provide documentation explaining the containers durability in accordance with ANSI specification Z245.30-2008, Appendix D.

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.

B. Price Proposal

1. 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.
2. Provide price proposal as requested on the Price Page attached herein.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____Yes _____No
 - a. If yes, can commercial payment(s) be made online? _____Yes _____No
 - b. Will a third party be processing the commercial credit card payment(s)? ____Yes ____No

- c. If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
5. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

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 2016.
- 1.2 Provide a statement of your annual sales for the past 3 years.
- 1.3 In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.
- 1.4 Provide the total number and location of sales persons employed by your firm.
- 1.5 Provide the total number and location of support centers (if applicable).
- 1.6 Describe the qualifications of your sales personnel and technicians.
- 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.
- 1.8 Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.
- 1.9 Include in your discussion of price any volume discounts, minimum quantities, special offers, etc. that will provide deeper discounted pricing.
- 1.10 Please submit any additional information that you feel is applicable to your firm's qualifications and experience.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview 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 process.

- C. Additional Investigations:**
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.
- D. Prior Experience:**
Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- E. Multiple Awards:**
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 or registered with National IPA 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. **PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

4. **INSURANCE:**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable:

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

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

D. **ADDITIONAL INSURANCE REQUIREMENTS:** Policies shall be endorsed to include the following provisions:

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

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

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

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

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

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

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

- H. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
 - I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.
- 5. **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.
 - 6. **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.
 - 7. **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.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor

relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

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

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

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

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

22. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

23. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

24. ISRAEL BOYCOTT DIVESTMENTS: Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

25. LICENSES: Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

26. LIENS: All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 29. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 30. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 31. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 32. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 41. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 42. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 43. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

This Price Page lists containers that will likely be purchased under the contract. This list is not all-inclusive. This list shall be used for price evaluation purposes.

It is recommended that offerors 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	ANNUAL QUANTITY	ESTIMATED UNIT PRICES	EXTENDED PRICES
-------	-------------	--------------------	--------------------------	--------------------

GROUP I

1. Base, 95 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

_____	7,000	\$ _____ EA	\$ _____
Manufacturer & Model No.			

DELIVERY UNLOADED & ASSEMBLED	8,000	\$ _____ EA	\$ _____
-------------------------------	-------	-------------	----------

2. Base, 95 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

_____	8,000	\$ _____ EA	\$ _____
Manufacturer & Model No.			

DELIVERY UNLOADED & ASSEMBLED	9,000	\$ _____ EA	\$ _____
-------------------------------	-------	-------------	----------

3. Base, 65 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

_____	500	\$ _____ EA	\$ _____
Manufacturer & Model No.			

DELIVERY UNLOADED & ASSEMBLED	500	\$ _____ EA	\$ _____
-------------------------------	-----	-------------	----------

4. Base, 65 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

_____	500	\$ _____ EA	\$ _____
Manufacturer & Model No.			

DELIVERY UNLOADED & ASSEMBLED	500	\$ _____ EA	\$ _____
-------------------------------	-----	-------------	----------

5. **Base, 48 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK**

_____ 500 \$ _____ EA \$ _____

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED 500 \$ _____ EA \$ _____

6. **Base, 65 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK**

_____ 500 \$ _____ EA \$ _____

Manufacturer & Model No.

DELIVERY UNLOADED & ASSEMBLED 500 \$ _____ EA \$ _____

ITEM#	DESCRIPTION	QUANTITY	ESTIMATED UNIT PRICES	EXTENDED PRICES
-------	-------------	----------	--------------------------	--------------------

GROUP II

1. **CUSTOM LOGO/TYPE IMPRINTING**

APPLICATION FEES 95 GALLON BLUE 15,000 \$ _____ EA \$ _____

SETUP FEES (PER NEW GRAPHIC) \$ _____ EA \$ _____

2. **HOTSTAMPS**

APPLICATION FEES 95 GALLON 73,000 \$ _____ EA \$ _____

SETUP FEES (PER NEW GRAPHIC) \$ _____ EA \$ _____

3. **CUSTOM LOGO/TYPE IMPRINTING**

APPLICATION FEES 95 GALLON GREEN 8,500 \$ _____ EA \$ _____

SETUP FEES (PER NEW GRAPHIC) \$ _____ EA \$ _____

ITEM#	DESCRIPTION	UNIT PRICES
-------	-------------	-------------

GROUP III

- | | | |
|----|----------------------------------|-----------|
| 1. | ALTERNATE COLORS | \$_____EA |
| 2. | 8" WHEELS | \$_____EA |
| 3. | 10" WHEELS | \$_____EA |
| 4. | 12" WHEELS | \$_____EA |
| 5. | FREIGHT FORMULA (If applicable): | |

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:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

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. 171717-.

Approved as to form this ____ day of _____, 2017.

CITY OF TUCSON, a municipal corporation

Awarded this ____ day of _____, 2017.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally



BUILT FOR EXTREMES™

Toter Response to City of Tucson

RFP No. 171717

For Refuse and Recycling Container Solutions and Related Products, Equipment and Supplies

Please note that Toter has answered questions within these pages. We have included separately in our proposal the non-modified RFP No. 171717. Toter modifications are noted in green font for ease in locating answers.

PROPOSAL EVALUATION REQUIREMENTS

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

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

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. 171717.

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

Toter has exception to Attachment A, Exhibit B, National IPA Administration Agreement. To review these exceptions, please see our section entitled "Points of Negotiation" which is also subtitled "Exceptions and Issues".

2. Distribution Network

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

Toter, LLC 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 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 and manufacturing facility are in Salt Lake City, Utah. 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 is also North America's largest supplier of containers for the retail market: Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Walmart, Amazon, Wayfair, and Meijer Stores.

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, plus 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.

In order to reach as many Participating Agencies as possible Toter relies on well established dealers in certain state. These dealers have extensive municipal and county networks including a number of governments that prefer to purchase of a co-operative contract. Toter leverages these relationships by selling directly to the governmental entity and commissioning the dealer.

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.

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 5000 or more carts require more time for delivery than truckload orders.

The City of Tucson is currently participating in Toter's recently developed Reserve System. Toter schedules the City's expected cart needs for quarterly timeframes, or longer timeframe if possible. This System will reserve Toter production capacity for the City, based on its expected needs over time, ensuring that the City's cart deliveries will not be affected by high demand at any given time. Additionally, Toter offers this System to Participating Agencies having anticipated delivery needs over time.

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 Salt Lake City, UT; 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 Cart One, LLC, in Tempe, 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.

The proven success of the City of Tucson / National IPA /Toter partnership has been built on two keys:

1. Tucson's and the public's demand for America's most durable, attractive, and user friendly carts.
2. Toter's decade long experience of making purchases using the National IPA contract fast and easy for Participating Agencies.

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 30 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 continue and grow this contract, 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 3 of 33 and Amendments of this RFP No. 171717 for the City of Tucson, Arizona. Other agencies purchasing off this contract will receive Toter's standard Twelve (12) Year Cart Body Warranty, plus ten (10) years of coverage on all other cart components (please see specimen included under "Technical Information" sections of our response). Additional warranty requirements can be discussed with individual purchasing agencies as required.

Today, Toter is the top selling cart brand utilized for the municipal curbside collection of waste, recycling and organics. Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable residential carts, backed by Toter with a 12 year cart body warranty, plus 10 years of coverage on all other cart components. This standard warranty is like no other manufacturer's standard warranty, industry-wide. Easy to use, and reliable, the warranty demonstrates how we confidently back our carts.

Because of the limited space for storing damaged carts on the City of Tucson's yard, we propose the following custom process just for Tucson. (Other Participating Agencies will follow Toter's standard claim process.)

1. Toter's Customer Service Specialist and Regional Manager will work with the designated City contact to review yard contents every 2 weeks BEFORE scrap carts are removed.
2. Each 2 week batch of carts would be documented on our warranty claim form at least 3 business days before removal.
3. We request photos of 25% of the claimed carts with the Warranty Claim Form.
4. Toter's Regional Manager will check the yard at least quarterly, in person, to identify any trends in cart failures.

Toter carts have the lowest industry failure rate and the lowest Total Cost of Ownership, with higher strength to weight ratio. As such, Toter is proud to offer Participating Agencies 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 standard residential cart warranty features a twelve (12) year non-prorated body warranty, with ten (10) years of coverage on all other cart components. This is the best standard warranty – the only manufacturer's standard warranty having an additional 2 years of coverage on the cart body.

3.3.2 How are calls handled and routed?

Toter has supplied our twelve (12) year cart body warranty and ten (10) year warranty on all other cart components. The Warranty document is included in our proposal. Due to the limited available storage Toter accepts the city of Tucson's two (2) week turn around requirement for processing of damaged Tucson carts from the City's yard. Participating Agencies do not have Tucson's space limitation for storing old carts and will be covered by Toter's standard Warranty processing. To file a warranty claim directly with Toter, LLC, please use the below link to find Toter's Warranty Claim Form online:

<https://form.jotform.com/62574829752165>

This form should be completed entirely. In addition to completing this simple form, Toter requires photos of cart issues to be uploaded to online system. Participating Agencies must include pictures that represent 50% of the parts claimed for warranty. Pictures must be of the defective or damaged area on cart or lid. For

body damage at least one (1) picture of the serial number and one (1) of the defect is needed. For lids, at least two (2) different pictures of the defect are required. The claim will be processed upon customer submission of the website claim form (see attached printout of the online form).

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 using above instructions. Warranty claim resolution and subsequent warranty replacement containers or components shipments are usually transacted within 60 days, and Toter will commit to 60 days for the City of Tucson and 90 days for Participating Agencies. (Please see "Points of Negotiations" section.) 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, Toter may make recommendations to possibly prevent future damage to containers. Toter's Director, Customer Relations and/or Vice President, Sales Administration will review this information and assist in expediting decision. 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. Our sales and service team has years of experience in supporting the City of Tucson. The City's assigned Customer Satisfaction Specialist is Adrienne Preston, and your Regional Sales Manager is Maribel Ramos, but any of Toter's Customer Satisfaction Specialists 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.

The carts proposed herein are the same models that have been in use in Tucson for a number of years. Additionally new sample carts have been prepared should the City request them.

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

Advanced Rotational Molding™ means Toter carts are designed smarter and built stronger. How is a tough-as-nails Toter® cart manufactured? It begins with our Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle. The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with

injection-molded products.

The mold is then transferred to the cooling chamber where curing takes place. The microprocessor controls the cooling cycle to optimize the impact strength and performance of the final product.

After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and advantages of Advanced Rotational Molding Toter's engineers and designers developed—and patented—a revolutionary breakthrough in rotational molding known as Advanced Rotational Molding. It's how we were able to create the world's toughest carts.

Advanced Rotational Molding eliminates built-in stress, weakness and brittleness associated with injection molded products. In addition, Toter's use of linear medium density polyethylene (MDPE) is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high density polyethylene (HDPE), which is rigid, brittle and offers poor impact resistance.

- Superior toughness and durability
- Single-piece product design – no seams
- Consistent wall thickness
- Stress-free, zero-pressure product
- Unique design and structural capabilities like Rugged Rim[®], sealed stop bar journals, and granite finish
- UV stable
- Custom colors
- Corrosion- and chemical-resistant
- Ability to mold in graphics

4.2 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 nor materials 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.

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

As an option, Toter, LLC offers a bar code on carts, as has been supplied for the City of Tucson's carts in the past. 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. Most Participating Agencies prefer Radio Frequency Identification (RFID) tags to Bar Codes because RFID Tags can be scanned by collection trucks. Bar Codes cannot be scanned during route collection operations.

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.

For Participating Agencies not interested in scanning RFID Tags, Toter, LLC 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.

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

4.4.1 Manufacturing process for containers.

4.4.2 Resin material type, manufacturer, and brand name.

4.4.3 Detailed lid/hinge assembly description and attachment.

4.4.4 Axle assembly material, dimensions, and attachment method.

4.4.5 Wheel material, dimensions, and attachment method.

4.4.6 Certification of recycle ability.

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

4.4.8 Container physical dimensions and wall and lid thickness.

4.4.9 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 our rotational molding process 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 documentation demonstration that post-consumer resin is of like quality to 90% or better virgin 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.

"Nestability" of EVR II 96, 64 48 and 32 gallon carts reduce participating agencies' costs. When competitors claim that their carts are "Nestable", **Toter carts are nestable when fully assembled and can be ordered and shipped "Ready to Roll" they mean prior to assembly.** 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, vehicle usage, and natural resources. **Over 30% of carts purchased from Participating Agencies off Toter's previous contract were required to be shipped fully assembled and "Ready to Roll"!**

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 and 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 can 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

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

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

Model 79232 – EVR II Universal/Nestable 32 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. Standard shipment of carts (for maximum freight savings) is "2/3 Assembled" with stop bar, axle and lid attached, at which level carts safely nest at twelve (12) carts high.

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. Fewer residents will request exemptions from rolling their carts to and from the curb.

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 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 to 20+ year proven life and 12-year cart body warranty (with 10 years of coverage on all other cart components).

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™" is Toter's patented EVR I and II carts. Toter carts offer the unique flexibility to upgrade from semi-automated, to fully-automated, to patented co-collection, and to volume-based and weight-based collection. 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 semi-assembled, or fully assembled.	32, 48, 64, 96 Gallon
EVR II Universal Carts that are not Nestable when Fully Assembled	These carts include all EVR II industry leading features except for Nestability when fully assembled. Their sizes dictate that wheels protrude beyond the cart bodies.	16, 21, 24 and 35 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 (ANSI Type G) collection and can be easily converted to Universal Carts (to accommodate ANSI Type B lifters) 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 4.1 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 sustainable 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. Toter carts employ the same 10" wheels, lid hinges and wheel retainers (pal nuts) (8" for the EVR II 32 gallon cart only). Our EVR II series 96, 64, 48, 35, 32, 24, and 21 gallon carts all use the same lower bars and wheel spacers. Maintenance cost and parts inventory are dramatically reduced compared to other brands.

Exact volume increments of Toter carts (measuring equal 16, 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 16 gallon is $\frac{1}{2}$ or 32, 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 (for example: 35/68/95 gallons).

"Nestability" of EVR II 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. Over 30% of carts purchased from Participating Agencies off Toter's current contract were required to be shipped fully assembled and "Ready to Roll"!

Cart lids are attached with two molded polyethylene snap-on hinges permanently secured with rustproof steel Torx 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. All Toter 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 without rivets that can be damaged by lifters, and the bar is manufactured of exceptionally strong steel. This lower bar rotates 360 degrees 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 15 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" elsewhere in our response.

Customer Satisfaction 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 at 800-424-0422, 8:00 am to 6:00 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 Satisfaction Specialists are adept in assisting customers with situations whereby items may have been discontinued, offering replacement suggestions when appropriate.

Toter's Customer Satisfaction Specialists 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.

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.

Toter Quality Process

Toter, LLC is committed to providing containers, products and services that meet or exceed the needs, expectations, and requirements of our customers. This is achieved through team work, the commitment by each employee to strive to meet Customer Needs, Business Objectives and the process of continuous improvement. Below are examples of the Processes that are implemented throughout Toter to build great products.

1. Document & Record Control
2. Quality Control
 - a. Material Inspections
 - b. Internal Product Quality
 - c. Final Inspections
 - d. Manufacturing Control Plans
3. Corrective Action Plans
4. Preventative Action Plans
5. Non-Conforming Product Plan

Because of our position as the cart industry leader and the confidential nature of our advanced processes, Toter does not make any more detailed information public. Our excellent track record in the U.S. municipal market for nearly 40 years and with Tucson and national IPA for a decade validate the soundness of our processes.

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, Do-It Best, Amazon, Wayfair, Meijer, and other 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:

Toter's Customer Satisfaction Specialists (CSS) handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, 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.

At Toter, we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:

✓ **Commitment:**

- We will treat all customers with respect (regardless of size)
- We will follow up with you upon receipt of your order to ensure satisfaction
- We will resolve any issues quickly

✓ **Support:**

- We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member
- We will respond quickly on quotes (same-day response in most cases)
- We will provide an order confirmation (within 24-48 hours)
- We will call you with shipping & delivery information and provide early notification should there be any issues with your order

The City of Tucson, as well as each Participating Agency utilizing the contract, will be assigned a dedicated Customer Satisfaction Specialist (CSS) based on geographic territories. All CSSs are cross-trained on this contract and they will be available for back-up and high volume situations. The CSS team is managed by Toter's Director of Customer Relations who managed this contract for eight years and is available to help in any situation.

Toter's staff of 9 Regional 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 such as ongoing cost reductions and new product innovations are pursued aggressively.

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.

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 Describe 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 sometimes 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 that report delivery data in real time to our ToterTrax web portal, 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 provides a suitable staging area for assembly (paved, secure, partially covered, etc.).
3. Because our EVR II carts nest when fully assembled, they require no on-street assembly, cutting down on noise and accelerating 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, upon request, can assist cities with surveys of citizens via web and mail for residents' selection of various cart sizes and types in advance of delivery programs. Because each of these survey needs has unique requirements, timelines and methods, we will quote the service on a case-by-case basis.
6. 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.

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 software enables customers to track delivery of carts in real-time. Toter has the capabilities in place to provide RFID tags for two-wheel carts and to scan these tags during distribution. We can use Toter-supplied UHF RFID Handheld Scanners to compile distribution information and record cart delivery of serial numbers, which is verified through geo-coding

and time stamping. This provides customers with real-time asset management, real-time visibility of delivery and current status, and real-time visibility of geographic coordinates, including street address (and may include apartment or suite number) and time stamp data. Participating agencies will have secure access to the information through the ToterTrax portal during the delivery program. A final distribution report, in Excel format, is provided upon program completion. Having an accurate database is required in order to install a Level 2, 3 or 4 systems.

Level 2: Asset Tracking, Inventory Control, and Work Order Management

Toter uses software and hardware 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 including 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 software quoted herein to allow real time updates of the database and close outs of work orders.

Level 3: Service Verification on the Routes

Service verification is the collection and management of RFID based route data. The truck mounted system with RFID Reader delivers real time data via a cellular modem during each cart's collection. This data includes date, time, RFID tag number, and GPS location of the event. By providing real-time data as compared to batch Wi-Fi transmission of the entire route's data at the end of the day (upon return to the yard), it provides managers with the opportunity to deliver enhanced customer service by quickly resolving 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 costly trips to service the claimed "missed stops" and improve customer service. The system 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 location (the yard, fuel point, landfill, MRF, etc).

Level 4: Fully Integrated Service Verification and Route/Vehicle Management

The fully integrated system offers a number of management capabilities with its on-board computer and sophisticated software. By providing the driver with a computerized route on the in-cab computer, the ability to input driver notes and digital service verification photos, and real time data from the 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 described above. Please note that the Participating Agency can start with a Level 1 system and upgrade 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.

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 at the customer's address regardless of the cause of damage, with the exception of criminal acts (arson, theft and vandalism) or abuse.

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 800,000 carts under our service. Our customers have included Charlotte (NC), Fort Worth (TX), Baton Rouge (LA), Metro Nashville (TN), Washington (DC), 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. 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 net of freight to the recycling location, based on the prevailing recycled polyethylene price. Carts manufactured for the Participating Agency may 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 out carts. Hot stamps are visible on Toter Carts that have been in service 30 or more years. 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 multi-colored graphics –

Body Hot Stamp

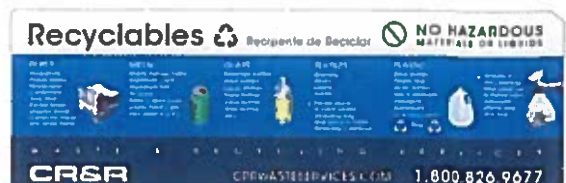


roll-
still



and

In-Mold Label (IML) Graphics



Multi-Color Body Graphic



In-Mold Label (IML) Lid Graphic



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. Cart users point to our Granite colors and say "I can see the recycled plastic!" 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 "Safe Use and Care" brochure detailing the safe use of a Toter. An example of this brochure can be found in Toter's bid response following.

6.8 Provide all financing options available.

Toter will be pleased to work with and lend our 30+ years of experience with cart leasing to assist any Participating Agency as they seek Third Party Financing.

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

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. We have serviced the City of Tucson with this contract for 10 years and have significantly grown national sales under National IPA. 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.

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 "Technical Information" section 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 freely provides quotes to Participating 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 "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 optimizes 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 "Technical Information" included within our proposal. This battery of testing includes our compatibility 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 Z245.30-2008, 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 and independently certified by a licensed professional engineer. However, our carts also meet or exceed the previous versions 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.



BUILT FOR EXTREMES™

Toter Response to City of Tucson

RFP No. 171717

For Refuse and Recycling Container Solutions and Related Products, Equipment and Supplies

Please note that Toter has answered questions within these pages. We have included separately in our proposal the non-modified RFP No. 171717. Toter modifications are noted in green font for ease in locating answers.

PROPOSAL EVALUATION REQUIREMENTS

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

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

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:

B. Price Proposal

1. 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.

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 leverages our high volume of freight and keenly compares freight rates among reliable common carriers to get the very best rates and timeframes for our customers.

2. Provide price proposal as requested on the Price Page attached herein.

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

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by 0 %, if payment is made within not applicable days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? X Yes No
a. If yes, can commercial payment(s) be made online? Yes X No
b. Will a third party be processing the commercial credit card payment(s)? Yes X No
c. If yes, indicate the flat fee per transaction \$ 0.00 (as allowable, per Section 5.2.E of Visa Operating Regulations).
d. If "no" to above, will consideration be given to accept the card? X Yes No
5. Does your firm have a City of Tucson Business License? XXX Yes No If yes, please provide a copy of your City of Tucson Business license.

REVISED PRICE PAGE July 11, 2017

This Price Page lists containers that will likely be purchased under the contract. This list is not all-inclusive. This list shall be used for price evaluation purposes.

It is recommended that offerors 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	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES
-------	-------------	---------------	-------------	-----------------

GROUP I

- | | | | | |
|----|--|---|---|--|
| 1. | Base, 95 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

<u>Toter, LLC Model 57596</u>
Manufacturer & Model No.
(Pricing does not include freight Please see "Notes to Pricing" attached)
DELIVERY UNLOADED & ASSEMBLED | 7,000 \$ <u>43.45</u> EA

\$ <u>1.75</u> EA | \$ 304,150.00
(Extended price does not include
DELIVERY UNLOADED & ASSEMBLY) | |
| 2. | Base, 95 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

<u>Toter, LLC Model 57596</u>
Manufacturer & Model No.
(Pricing does not include freight Please see "Notes to Pricing" attached)
DELIVERY UNLOADED & ASSEMBLED | 8,000 \$ <u>43.45</u> EA

\$ <u>1.75</u> EA | \$ 347,600.00
(Extended price does not include
DELIVERY UNLOADED & ASSEMBLY) | |
| 3. | Base, 65 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

<u>Toter, LLC Model 79264</u>
Manufacturer & Model No.
(Pricing does not include freight Please see "Notes to Pricing" attached)
DELIVERY UNLOADED & ASSEMBLED | 500 \$ <u>37.05</u> EA

\$ <u>1.75</u> EA | \$ 18,525.00
(Extended price does not include
DELIVERY UNLOADED & ASSEMBLY) | |
| 4. | Base, 65 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

<u>Toter, LLC Model 79264</u>
Manufacturer & Model No.
(Pricing does not include freight Please see "Notes to Pricing" attached)
DELIVERY UNLOADED & ASSEMBLED | 500 \$ <u>37.05</u> EA

\$ <u>1.75</u> EA | \$ 18,525.00
(Extended price does not include
DELIVERY UNLOADED & ASSEMBLY) | |

5. Base, 48 GALLON REFUSE CONTAINER, BLUE,
PER SCOPE OF WORK

Toter, LLC Model 79248 500 \$ 36.62 EA \$ 18,310.00
(Pricing includes extended axles, but does not include freight. Please see "Notes to Pricing" attached.) (Extended price does not include
Manufacturer & Model No. DELIVERY UNLOADED & ASSEMBLY)

DELIVERY UNLOADED & ASSEMBLED \$ 1.75 EA

6. Base, 48 GALLON REFUSE CONTAINER, GREEN,
PER SCOPE OF WORK

Toter, LLC Model 79248 500 \$ 36.62 EA \$ 18,310.00
(Pricing includes extended axles, but does not include freight. Please see "Notes to Pricing" attached.) (Extended price does not include
Manufacturer & Model No. DELIVERY UNLOADED & ASSEMBLY)

DELIVERY UNLOADED & ASSEMBLED \$ 1.75 EA

ITEM#	DESCRIPTION	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES
-------	-------------	---------------	-------------	-----------------

GROUP II

1. CUSTOM LOGO/TYPE IMPRINTING

APPLICATION FEES 95 GALLON BLUE 15,000 \$ 0.25 EA (Hot Stamp*) \$ 3,750.00

SETUP FEES (PER NEW GRAPHIC) \$ 0.00 EA

2. HOTSTAMPS (For side of body or on top of lid)

APPLICATION FEES 95 GALLON 73,000 \$ 0.25 EA (Hot Stamp*) \$ 18,250.00

SETUP FEES (PER NEW GRAPHIC) \$ 0.00 EA

3. CUSTOM LOGO/TYPE IMPRINTING

APPLICATION FEES 95 GALLON GREEN 8,500 \$ 0.25 EA (Hot Stamp*) \$ 2,125.00

SETUP FEES (PER NEW GRAPHIC) \$ 0.00 EA

4. 4 COLOR MOLDED GRAPHIC (In-Mold Label for top side of lid - 20 5" x 6 25")

APPLICATION FEES 95 GALLON BLUE \$ 1.95 EA

SETUP FEES (PER NEW GRAPHIC) \$ 0.00 EA \$ 13,650.00

(based on 7,000 carts)

* If this marking refers to 3" x 9" 4-color graphic currently used on the underside of the lid, please see "Notes to Pricing" (attached) for pricing of the 3" x 9" graphic

ITEM#	DESCRIPTION	UNIT PRICES
-------	-------------	-------------

GROUP III

- | | | |
|----|--|---------------------|
| 1. | ALTERNATE COLORS (Fee for Special Granite color body with standard solid color lid) | \$ <u>1.00</u> EA |
| 2. | 8" WHEELS | \$ <u>4.32</u> EA |
| 3. | 10" WHEELS | \$ <u>4.50</u> EA |
| 4. | 12" WHEELS | \$ <u>NO BID</u> EA |
| 5. | BAR CODING (Based on all carts receiving a bar code) | \$ <u>0.58</u> EA |
| 6. | FREIGHT FORMULA (If applicable): | |

Toter's freight to Tucson is \$1,436.00 per truckload, or the per cart rates listed as follows:

57596 (96 Gallon) - \$2.26 per cart (636 carts per truckload; shipped unassembled)

79264 (64 Gallon) - \$1.66 per cart (864 carts per truckload; shipped with lid, stop bar and axle installed)

79248 (48 Gallon) - \$1.58 per cart (912 carts per truckload; shipped with lid and stop bar installed)

NOTES TO PRICING

- Pricing does not include an area to express pricing for a graphic on the underside of the lid, as required by the City's cart specifications. Toter offers this marking as a 1-4 color graphic (sized at 3" x 9") for the underside of the lid at \$1.50 per cart up-charge, with no additional charges for setup, and for order quantities of 500 to 17,000 carts.



Toter, LLC Price Adjustments

Toter proposes to continue to review pricing at 3 month intervals, with plastics products pricing based on the *Plastics News* Index (respected index revealing the market cost of polyethylene resin, the main material used in manufacturing Toter containers).

We request the same 3 month interval for review of 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 proposes the use of the Department of Labor Statistics' Consumer Price Index for the review of Toter services. Lastly, RFID equipment pricing is subject to change based upon fees related to technology changes.

Please see the below table, using hypothetical cart prices and resin index prices, for an example of the quarterly price adjustment calculations.

Example of Price Adjustment Calculations

Cart Models	Resin Weight, in pounds	Revised RFP Price Dec-12	Resin Index Prices, per pound			Cart Price Change	New Cart Price Jun-13
			Dec-12	Jun-13	Change		
79224	17.1	\$30.70	0.865	0.880	0.02	0.26	\$30.96
79248	19.3	\$36.85				0.29	\$37.14
79264	23.2	\$38.45				0.35	\$38.80
79296	30.3	\$44.65				0.45	\$45.10

PLEASE NOTE: Cart prices and resin index prices stated in the above table are hypothetical and for example only.

Formulas:

Cart Price Change = (resin weight per cart x resin price change)

New Cart Price = (current cart price + cart price change)



BUILT FOR EXTREMES™

Toter Response to City of Tucson

RFP No. 171717

For Refuse and Recycling Container Solutions and Related Products, Equipment and Supplies

Please note that Toter has answered questions within these pages. We have included separately in our proposal the non-modified RFP No. 171717. Toter modifications are noted in green font for ease in locating answers.

PROPOSAL EVALUATION REQUIREMENTS

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

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

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:

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 2016.

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 other Toter locations: Statesville, NC

(headquarters/offices, distribution center, manufacturing facility); Salt Lake City, UT (manufacturing facility and distribution center); Acuna, Mexico (manufacturing facility); and Del Rio, TX (distribution center).

Toter is the leading supplier of wheeled, rollout carts (13-96 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; 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, Wal-Mart, Amazon, Wayfair, and Meijers Stores.

Toter's patented EVR® carts (16, 21, 24, 32, 35, 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 2 and 3 Cubic Yard Plastic Organics Front Load Containers. Toter was also the first container manufacturer to introduce a new color option for the industry – Granite. This upscale look allows municipalities to provide a low cost, permanent, upscale color to highlight new automated container programs. And, our newest products include a 16 gallon EVR II Universal cart, 21, 32, and 48 gallon 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" injection cart 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 2016 were over \$60 million, including State and local customers (cities, states, counties, townships, boroughs, and other government/public agency customers).

1.2 Provide a statement of your annual sales for the past 3 years.

Toter's annual sales for 2014 was \$143 million, 2015 was \$144 million, and 2016 was \$149 million.

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. Sales team individuals are based in various locations to best serve Participating Agencies in the United States and our Canadian and international customers.

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

Toter also employs 7 Customer Satisfaction Specialists. The Statesville, NC office houses the Customer Satisfaction Specialists and administration for Toter representatives, plants and facilities.

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:

Jim Pickett, Vice President, Sales - joined Toter in 1988, previously serving in the positions of Regional Sales Manager, Product Manager, Marketing Manager, Eastern Division Sales Manager, and Municipal Sales Manager. He became the Vice President of Sales in 2012. Jim's experience prior to Toter includes 9 years in the ceramic industry where he served as International Sales Engineer. As Vice President, Sales, for Toter, Jim is responsible for driving strategic growth of two-wheel curbside waste and recycling carts and plastic front-end-load containers (FELs) with municipalities, county governments, private haulers, and recyclers across North America. He oversees bids and contracts activity for the company, including the City of Tucson and National IPA Contracts and Master Agreement. Jim earned a B.S. in Engineering from the United States Military Academy. He also holds an MBA from Wake Forest University, and is a U.S. Army Veteran, rising to the rank of Captain for a 5 year period in the 82nd Airborne Division.

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, Massachusetts, Pennsylvania, 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.

Jim 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
704-905-4327 – Jim's Cell Phone
800-424-0422 – Toll Free
704-872-8171 – Phone
For both Toll Free and Phone above,
Jim is at Extension 204 and
Kellie is at Extension 257
704-878-0734 – Fax
Jim's email is jpickett@wastequip.com
Kellie's email is kclark@toter.com

Other Personnel:

Derrick Masimer – Vice President of Sales Operations - joined Wastequip in 2007 as Regional Sales Manager, became Director of Sales, Technical Products in 2014, then became Toter's Director of Sales – East Division in 2015. In 2016 Derrick became Vice President of Sales Operations. In this role Derrick leads and works closely with the Toter Sales team on day to day execution of Toter's sales plan. Derrick has been in the Waste Management business for over 16 years. He attended the University of Colorado, Undergraduate, in Communications.

Maribel Ramos – Pacific Southwest Regional Sales Manager - joined Toter in 2013 as Pacific Southwest Regional Sales Manager. She and will serve as account manager and primary liaison with the City of Bakersfield, responsible to visit the City and ensure full satisfaction with all

products and services. She will be tasked with processing all cart purchases and coordinating the fulfillment of all account needs with various Toter departments. Maribel is a graduate of the University of Michigan and holds a Bachelor's degree.

Pedrito Gella, Pacific Mountain Regional Sales Manager - joined Toter in 2013 as Pacific Mountain Regional Sales Manager, to manage and grow residential carts sales and serve municipal cart needs within the states of Hawaii Northern California, Nevada, Utah, Colorado, Kansas and Nebraska. Pedrito works to develop and maintain key relationships with municipalities, waste and recycling hauling companies, and other key contacts responsible for purchasing curbside collection carts and related Toter products. Prior to Toter, Pedrito was a major account manager with Waste Management. He earned a B.A. Degree in Communications at California State University, East Bay.

Laura Hubbard – Director, Customer Relations, previously managed the City of Tucson Contract beginning 1994 and the National IPA Agreement beginning 2007. Laura joined Toter in 1994 and is currently over Toter's Customer Satisfaction Department. She has over 20 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 orders and needs of the City of Tucson, as well as all Participating Agencies.. She earned her BA in Marketing from Western Carolina 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.

- 1.8** Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.

Toter is most proud of our over 200 National IPA Participating Agencies, cultivated between the start of this contract in January of 2008 and through June, 2017. We are pleased to still be adding Participating Agencies, and hope to have the opportunity to continue to grow. Below please find a listing of 10 National IPA Participating Agencies for that same period of January, 2008 through June, 2017:

Participating Agency	Sales (millions)	Contact	Address/Email/Phone
San Antonio, TX	\$23.0	David McCary	4410 W. Piedras Drive San Antonio, TX 78228-1207 David.mccary@sanantonio.gov 210-207-6471
Washington, DC	\$10.0	Kevin Bryant	2750 S. Capitol Street Washington, District of Columbia 20032 Kevin.bryant@dc.gov 202-645-4301
Dayton, OH	\$5.0	Fred Stovall	1010 Ottawa Street, Building 14 Dayton, OH 45402-1317 Frederick.stovall@dayton.ohio.gov 937-333-4073

Prince George's County, MD	\$8.0	Joseph Gill	9200 Basil Court, Suite 300 Largo, MD 20774 jpgill@co.pg.md.us 301-883-6400
Houston, TX	\$6.66	Harry Hayes	5617 Neches Street Houston, TX 77026-2144 gary.readore@cityofhouston.net 713-837-9137
Tucson, AZ	\$3.39	Pat Tapia	4004 S. Park Avenue Tucson, AZ 85814-1647 pat.tapia@tucsonaz.gov 520-791-3175
Albuquerque, NM	\$2.02	Angel Urrutia	4600 Edith Blvd, NE Albuquerque, NM 87107-4043 aurrutia@cabq.gov 505-238-4880
Taylor, MI	\$1.96	Cindy Bower	25605 Northline Road Taylor, MI 48180 cbower@ci.taylor.mi.us 734-374-1372
Winston-Salem, NC	\$1.50	Johnnie Taylor	PO Box 2511 Winston Salem, NC 27102-2511 johnniet@cityofws.org 336-727-8000
Torrance, CA	\$1.16	Matt Knapp	3031 Torrance Blvd Torrance, CA 90503 mknapp@torranceca.gov 310-781-6900

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

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.

- 1.10** Please submit any additional information that you feel is applicable to your firm's qualifications and experience.

Toter is eager for a continuation of this contract. Within the past 2 years we have built the industry's most complete Organics Container line with 2, 13, 16, 21, 32 and 48 gallon cart sizes. This positions Tucson and Participating Agencies to design and implement any type of Yard Waste and/or Food Waste diversion service. We have all the resources in place to fulfill and exceed the requirements of this contract. We have established a large number of customers and made considerable headway toward others, and the seamless transition to a new contract would move many projects toward award to Toter – a win for all involved -

Participating Agencies, the City of Tucson, National IPA, and Toter!

Unlike sales for many other types of products, our sales evolves over time, with most roll cart and container projects requiring months, even years, to come to the point of closing the deal. The longstanding relationships we have with over 200 Participating Agencies speaks to their satisfaction with the value of Toter carts and services compared to lower priced competition available on other co-operative purchasing contracts.

Toter also has experiences whereby National IPA pricing has "saved the day". For example, Field Sales Managers have worked with municipalities extensively, rewarded by the municipalities' preference for our product. These municipalities decided that they had to go out to bid, despite offerings for the National IPA Master Agreement Pricing. In all of these situations, the competition was extremely tight. Due to the municipalities' preference for our qualifications and experience, superior long-life project, and attention to customer service, the municipalities then decided to cancel their bids/proposals and award to Toter off the National IPA Agreement!

Toter has cultivated over 200 National IPA Participating Agencies, cultivated between the start of this contract in January of 2008 and through June, 2017. We have plans to strengthen our presentation of this Master Agreement in sales calls, and to work with National IPA Field Representatives more closely on specific projects, and even routinely for open communication and assistance to each other in their day-to-day sales opportunities. Our future plans are delineated within the National IPA section of this Proposal. We have also listed our top National IPA customers and references for some of them within the answers to other Proposal questions.



Toter, LLC
POINTS OF NEGOTIATION
Response to the City of Tucson and National IPA
(Exceptions and Issues)

- ✓ Page 5 of 33 – Item 2.1 – requires that an additional 1% of all replacement parts shall be provided with each shipment to establish an inventory stock for field repairs. This is not a standard Toter service, and as such, is not done for other Participating Agencies.
- ✓ Pages 3-4 of 33 – Items 3.2, 3.3, 3.5, 3.7 – “Warranty” - requires that “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 ... assembly), at no cost to the City of Tucson.” This is contrary to industry practice which requires warranty replacement parts for failed parts and bodies for failed bodies. To require a complete cart for a lid or other simple failure, is not a “green” requirement (wastes petroleum in the cart resin of lids). However, we agree to this requirement for Tucson while requesting that small replacements such as wheels and lower bars do not require a full cart replacement. This is not a standard Toter service, and as such, is not done for other Participating Agencies. Standard warranties include part for part replacement for warranty failures, which will be provide for all Participating Agencies.
- ✓ Page 4, Items 3.4 and 3.10 – requires warranty replacements to be provided within 6-0 days from claim submission. Toter agrees to provide this 60 day response for the City of Tucson, but Participating Agencies’ response will be 60-90 days.
- ✓ Page 4, Item 3.9 – requires a process for review of warranty containers. Toter proposes
 1. Toter’s Customer Service Specialist and Regional Manager will work with he designated City contact to review yard contents every 2 weeks BEFORE scrap carts are removed.
 2. Each 2 week batch of carts would be documented on our warranty claim form at least 3 business days before removal.
 3. We request photos of 25% of the claimed carts with the Warranty Claim Form.
 4. Toter’s Regional Manager will check the yard at least quarterly, in person, to identify any trends in cart failures.
- ✓ Page 16 of 33, Item 6.5 – requires Toter to provide our inspection and quality control policy and procedures manual. Toter has provided an outline of our process, but does not provide this manual outside Toter’s internal use. It is

important to note that our carts last 15-20+ years, and we back our carts with a 12 year cart body warranty, plus 10 years on all other cart components.

- ✓ Page 20 of 33, item 3, Price Adjustment – Please see our Price Adjustment Model located in our Price Proposal tabbed section.
- ✓ Page 8 of 33 – Item 8.2 – requires 2" high serial numbers. All Toter carts purchased over past years by Tucson and all Participating Agencies have 1 ½" serial numbers. This character height is visible from the street or truck cab for easy reference along routes. We will continue 1 ½" serial numbers for all Toter carts.
- ✓ Page 20 of 33, Item 4.A, (Insurance) - Contractor's insurance carriers are unable to declare endorsements providing written notice to City at least 30 days' prior to any termination or cancellation of subject insurance policies. Contractor therefore proposes modifications to the Contract provisions whereby Contractor and Contractor's Broker of Record will provide letters to City stating Broker will endeavor to notify the City of any termination or cancellation within 30 days' of Broker's knowledge and within 10 days' of Broker's knowledge of any cancellation due to non-payment in premium.
- ✓ Page 20 of 33, Item 4.G, (Insurance) - Contractor's insurance policies are in effect for annual periods (rather than multiple years – which is implied by the "2-years after [Contract] completion" requirement). Contractor therefore proposes modification to the Contract provisions whereby each insurance policy required by this Contract must remain in effect at or prior to commencement of work and remain in effect for the duration of the Contract and at least annually for 2 years after completion.
- ✓ Attachment A – Item 1.2 – requires a 3% administrative fee to National IPA, to include freight. We would like for the contract to continue to exclude freight from the fee amounts as is the way of handling freight in our current contract with the City of Tucson and National IPA.

How Toter Can Save You Money



DAY ONE

When you receive your Toter carts, they are stackable, nestable and ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load.

Cities and haulers save between \$2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.



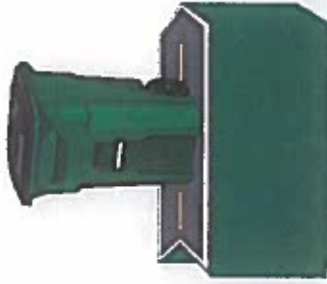
YEARS 0-10

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance. With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart, (along with your happier customers).



YEARS 11-12

Only Toter offers a 12-year body warranty. Designed to keep working after others fail, they are extremely impact resistant. By having full body protection for 2 additional years (as compared to other brands), you can avoid replacement costs during years 11 and 12. Those savings are \$5 to \$7 per body or \$7 to \$9/cart.



YEARS 13-20

While injection carts claim a 10-year service life, Toter has 40 years of experience that says Toter carts consistently last 15 to 20+ years. Imagine avoiding having to buy a replacement fleet of injection carts after year 10. If one half of your Toter carts were to last 15 years and one half were to last 20 years, the Average Savings on Replacement Cart Purchase and Delivery would be \$38/cart.

ADD IT UP

Delivery savings = \$2 to \$3/cart

Cart Maintenance savings = \$4 to \$5/cart

Total Savings = \$44 to \$46 per cart!

20 YEARS OF SAVINGS



Toter®

Built for Extremes™

Toter®

BUILT FOR EXTREMES™



There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail –more than 2x longer. They're backed by a 12-year body warranty and a 10-year cart warranty, the best in the industry. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection.

FEATURES:

- Rugged Rim® technology extends the life of the cart with reinforced material in critical wear areas
- Bottom wear strip shields against scratches with maximum strength protection
- Aerodynamic design for superior wind and set-down stability
- Constructed with up to 50% recycled material and are 100% recyclable
- Compatible with automated or semi-automated collection lifters

The True Cost of a Toter Cart

Only Toter's 12-year body warranty brings significant savings to our customers. By avoiding the premature replacement of the body, we believe our customers will see a reduction in replacement cost of about \$7 to \$9 per cart over the first 12 years of service. When compared to competitors' pricing and 10- year warranties, customers cannot claim the above savings.



WHY...

Participating Agencies Choose 48 Gallon Carts Over 32 or 35 Gallon Carts

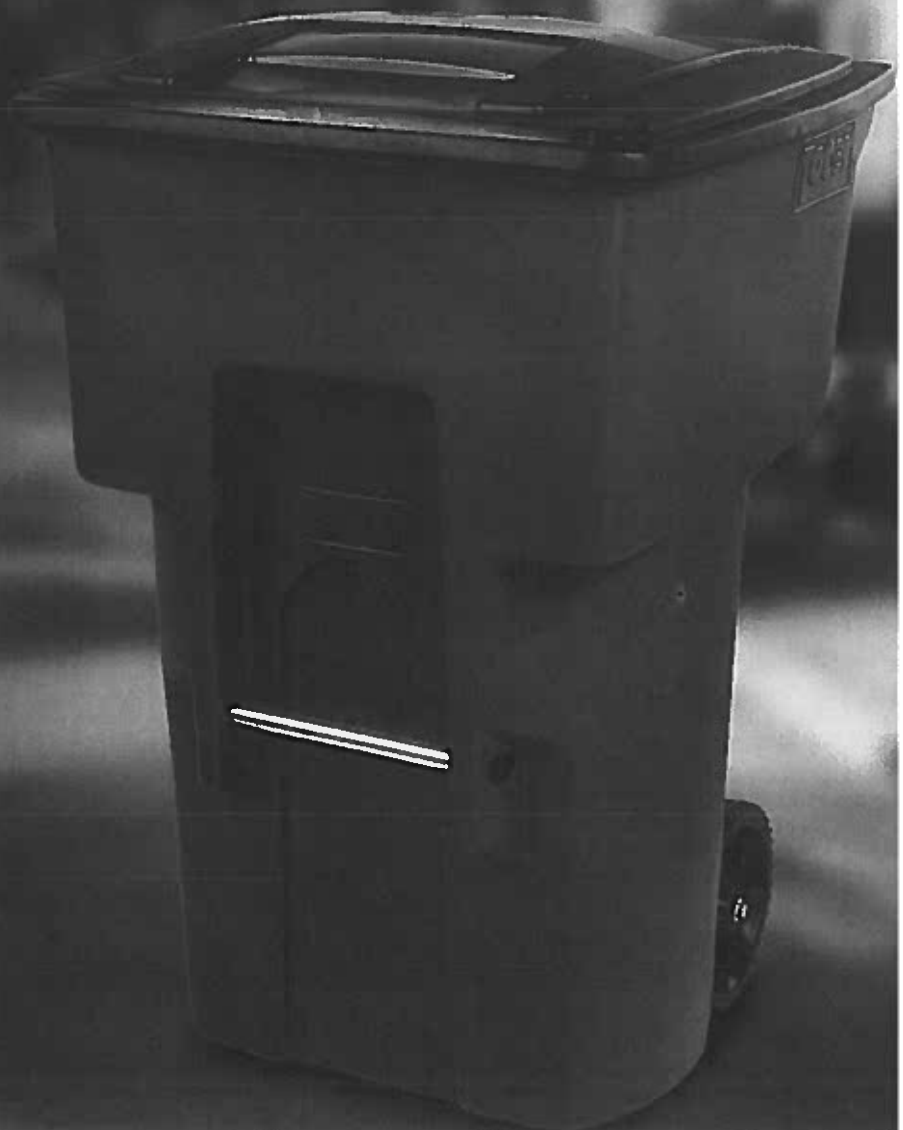
- ✓ Bags can hang up in 32/35 gallon carts during automated collection. Drivers waste time re-dumping carts and residents complain if bags are left in the cart.
- ✓ 32/35 gallon carts often fall over when set down by automated trucks. The larger base of the 48 gallon carts increases stability and reduces carts falling over and resident complaints.
- ✓ Residents complain that a 64 gallon cart is too large when used as the “small cart option” and the 32/35 gallon is too small. At ½ the size of the default 96 gallon cart, the 48 gallon is the perfect “small cart option”.
- ✓ Over 120 cities have used 48 gallon carts for 15 years. Toter innovation answered a market demand that other cart manufacturers choose to ignore.

Toter®
BUILT FOR EXTREMES™

Toter®

Built for Extremes™

EVR-I CARTS



Toter®



Instant Curb Appeal

EVR-I CARTS

No other curbside collection cart is built to last quite like a Toter. Manufactured with Toter's very own stress-free Advanced Rotational Molding™ process, our carts provide superior product durability for years and years of service. Toter carts are extremely flexible and impact-resistant and easily handle the day-to-day abuse of curbside waste collection.

- Industry-leading 12-year body warranty
- Universal design for both semi- and fully-automated collection
- Constructed with up to 50% recycled material and are 100% recyclable
- 360° rotating steel stop bar fits in molded-in journals
- Bottom wear strips provide outstanding abrasion protection

Available in 32-, 64- and 96-gallon sizes



AVAILABLE COLORS

Toter cans are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@toter.com
www.toter.com
Toter is a Wastequip® brand

Universal Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
76532	32-gallon	24-1/4" x 19-1/4" x 38-3/4"	112 lbs / 50.8 kg	10"
76535	35-gallon	24-1/4" x 19-1/4" x 39"	122 lbs / 55.3 kg	10"
76564	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
76596	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Fully Automated Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
52532	32-gallon	24-1/4" x 19-1/4" x 38-3/4"	112 lbs / 50.8 kg	10"
52535	35-gallon	24-1/4" x 19-1/4" x 39"	122 lbs / 55.3 kg	10"
57564	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
57596	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Co-Collection Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
77564	64-gallon	29" x 29-1/4" x 41-3/4"	224 lbs / 101.6 kg	10"
77596	96-gallon	32-1/4" x 30-1/2" x 49"	335 lbs / 151.9 kg	10"



Ventilated Yard Waste Carts (Universal)

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
76864	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
76896	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@toter.com
www.toter.com
Toter is a Wastequip® brand



Toter[®]

Built for Extremes[™]

Toter®

TOTER® EVR™ I Universal Model #57596

PRODUCT SPECIFICATIONS

MATERIAL/PROCESS:

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 10-20% recycled resin based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production.

CART LID:

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS:

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish. Space available for two (2) custom markings hot stamped onto lid in White.

CART BODY:

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels are 10" x 1.75" (nominal), blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

Ultra High Frequency (UHF) RFID Tag may be installed into handle of cart body at factory. Bar Code/Serial Number combination single graphic may be applied/installed at factory.

BODY MARKINGS:

Custom sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, with sequence from the City. Manufacturers name/code and month/year of manufacture molded into the side. Space available for custom City marking on both sides of cart body in White, and additional space available for custom City marking on the front of the cart body in White. Space available for bar code graphic applied at factory.

COLOR:

Ultraviolet stabilized, non-fading standard solid colors in Green body and lid (#940 Green) or Blue body and lid (#705 Blue). Other available solid colors: Brown (#270), Gray (#125) or Black (#200). Special Granite colors for body (solid standard color lid) are also available for no additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

DIMENSIONS: **57596**

Length:	34.50"
Width:	29.25"
	Fits through gates and doors.
Height:	46.75"

CAPACITY:

Volume 96.36 gallons for Model 57596, body of container only.

FINISHED WEIGHTS AND WALL THICKNESS:

Fully Assembled – 35.2 pounds for Model 57596. Resin (body and lid only) – 30.05 pounds. Wall thickness – 0.14 inch.

LOAD RATING:

Conforms with ANSI Standard Z245.30 which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: 335 pounds for Model 57596.

WARRANTY:

Container bodies are covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.



CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 96 GALLON AUTOMATED CART PART NO. 57596

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) exceeded 200 psi.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

Todd E. Wright

09-07-07



Please Note:

Toter has provided ANSI Test Results, Wind Tunnel Test Results, and Drawings for universal (Type B and G) E VR I Models 76596, 76564, 76535, and 76532.

Models 57596, 57565, 52535, and 52532 are automated carts and are identical to these carts, but do not feature a stop bar for semi-automated (Type B) collection. (Information is available upon request.)

Toter®
BUILT FOR EXTREMES™



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

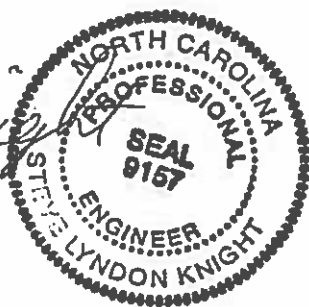
The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

PHONE & FAX (704) 878-2996

November 21, 2000

Mr. Todd Wright
Toter Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Mr. Wright:

At your request, I reviewed the ANSI Z245.30 Standard for Refuse Collection, Processing, and Disposal Equipment- Waste Containers- Safety Requirements revised in 1999. The previous version was issued in 1994. The purpose was to determine what difference, if any, exists between the two versions.

The only differences found were in Appendices A and B. In Appendix A, Volumetric Loading Capacity Test Method for Carts, the difference is in the accuracy of measurement requirement. The old accuracy had to be within $\pm 1\%$ of the measured capacity of the cart. The new requirement only has to be within $\pm 2\%$ of the measured capacity of the cart. Since this relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix A exceed the new requirements.

In Appendix B, Slope Stability Test Method, the first difference is in the definition of a normal slope. The old definition had a slope requirement of 10 degrees to the horizontal. The new requirement only has to be 5 degrees to the horizontal. Since this is a flatter slope and relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix B exceed the new requirements. The other difference is the addition of the test surface specification. The new specification requires the surface to be broom or brushed finished concrete. Since the old standard did not have a test surface specification, all Toter carts tested to the previous ANSI Standard Appendix B were tested using a heavy gauge sheet metal ramp bent to the required slope and reinforced to provide stiffness. The surface was painted with non-slip paint. Although this is a minor difference that I feel meets the intent of the Standard; it does not meet the letter of the new Standard. Since the new slope requirement is half of that to which the carts were tested and the painted metal is a slicker surface than broom finished concrete, I suspect that the cart will now pass the test in all four directions. This exceeds the Standard's new requirements.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 96 GALLON XHD EVR UNIVERSAL CART BODY
PART NO. 76596**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 96.27 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on March 10, 1994 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix B

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix C

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

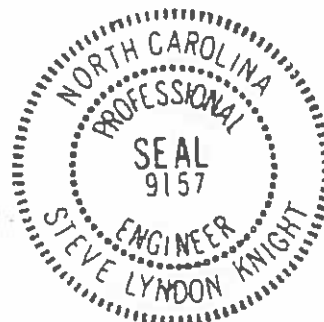
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 7 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

RESULTS: Passed (fully automated dumping)

COMMENTS

A Sunbelt "Bandit" fully automated arm was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

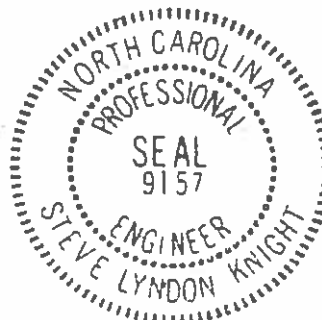
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 6 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix E

RESULTS: Passed

COMMENTS

The average height of the handle was 36 7/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix F

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 61.76 pounds.

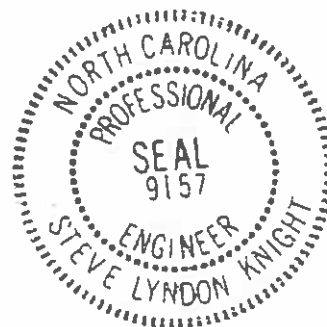
CERTIFICATION

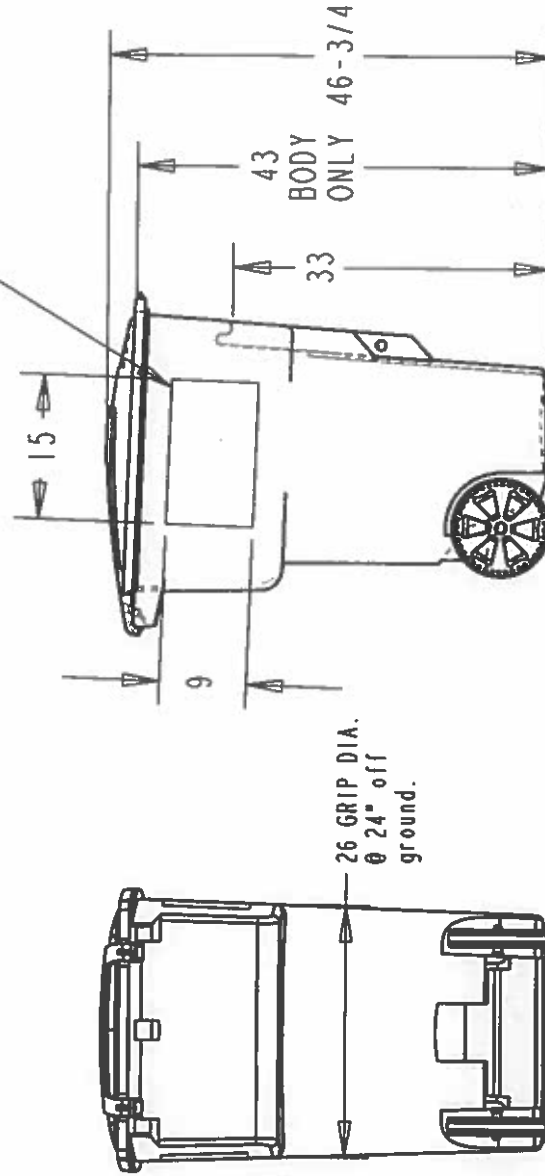
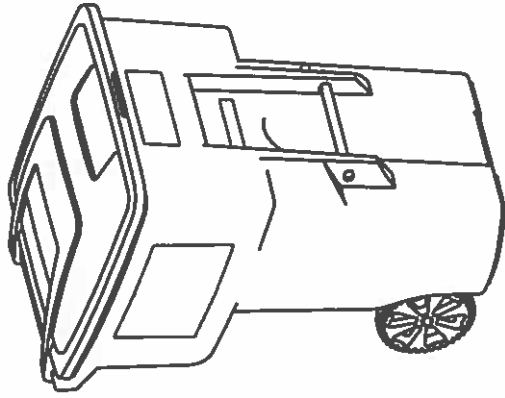
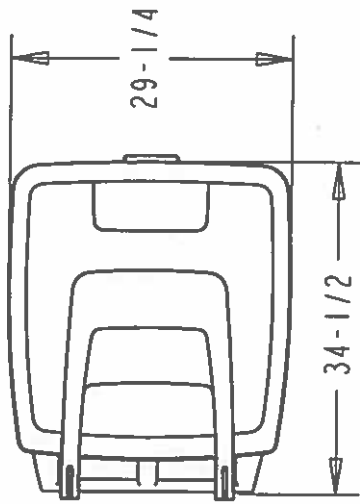
I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

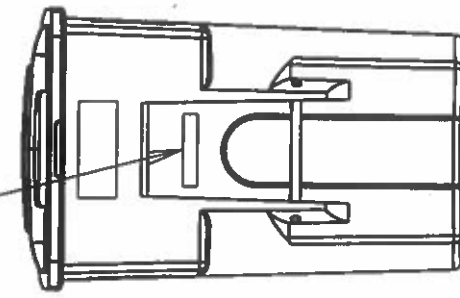
Steve L. Knight

Steve L. Knight, PE





SERIAL
NUMBER



PART NO.	76596	TITLE:	96 GAL. EVR UNIVERSAL CART	TOTER STATESVILLE, N.C.	DRAWING PS-1186
LOAD RATING:	335 LBS.				
WEIGHT	35 LBS.	SCALE: 1:20	DATE: 03-NOV-94		
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.				



Toter®

Built for Extremes™

EVRII® CARTS



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim™ to extend the life of the cart.

Think Tough.



Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike injection molded carts
- No seams means superior strength
- Tough and durable
- 12-year body warranty
- Fade-resistant



Toter carts are extremely impact-resistant - they flex, but don't break.





Toter carts are easy to tilt and roll to the curb.

Built for Extremes!

EXTREME PURPOSE

Toter carts are designed and built for function, with craftsman-like attention to detail. With ideal handle height, rugged wheels, and best-in-class ergonomics, maneuvering is a breeze, even when completely full.

EXTREME STABILITY

Stable and steady, Toter carts can easily stand up to wind as well as the day-to-day abuse of curbside collection. And they won't fall over when they're returned to the curb after dumping.

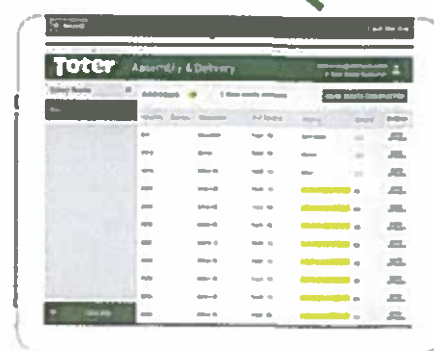
Toter^{Trax}

INDUSTRY-LEADING CART TRACKING TECHNOLOGY

Toter's industry-leading cart delivery and tracking solution, ToterTrax, gives you the power to track your carts in real-time through its state-of-the-art RFID tracking technology. Designed specifically for waste and recycling assembly and delivery projects, ToterTrax provides you with control of your assets from a simple-to-use web portal. Cart delivery is verified through our GPS and time stamping system and instantly sends data to your fingertips when the route is complete.

ToterTrax Features:

- Real-time asset management
- Real-time visibility of current delivery status
- Real-time visibility of geo coordinates and time stamp data
- Unique RFID tag number with matching serial number for superior accuracy
- User-friendly web portal

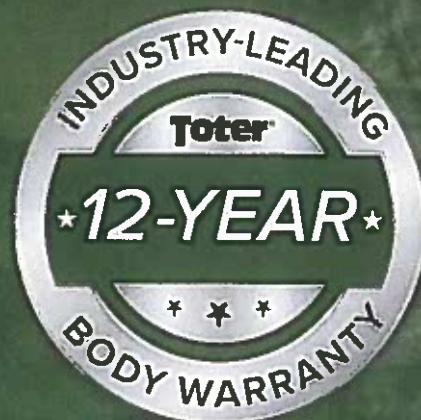


ToterTrax provides real-time visibility of delivery services and data – right from the comfort of your office.

CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger can that is built for toughness and maximum resistance.



- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



96-gallon EVR II Universal / Nestable

Part Number:

79296

Size (l x w x h)

35-1/2" x 29-3/4" x 43-1/4"

Load Rating

335 lbs/151.9 kg

Wheel Diameter

10"



35-gallon EVR II Universal*

Part Number:

79235

Size (l x w x h)

23-3/4" x 19-3/4" x 38-1/4"

Load Rating

122 lbs/55 kg

Wheel Diameter

10"



64-gallon EVR II Universal / Nestable

Part Number:

79264

Size (l x w x h)

31-1/2" x 24-1/4" x 41-3/4"

Load Rating

224 lbs/101.6 kg

Wheel Diameter

10"



32-gallon EVR II Universal / Nestable

Part Number:

79232

Size (l x w x h)

24" x 19-3/4" x 37-1/2"

Load Rating

112 lbs/50.8 kg

Wheel Diameter

8"



48-gallon EVR II Universal / Nestable

Part Number:

79248

Size (l x w x h)

28-3/4" x 23-1/2" x 37-1/2"

Load Rating

168 lbs/76.3 kg

Wheel Diameter

10"



21 & 24-gallon EVR II Universal**

Part Number:

79221 & 79224*

Size (l x w x h)

23-1/2" x 19-3/4" x 34-1/2"

Load Rating

21 gal- 73.5 lbs/33.4 kg

24 gal- 84.0 lbs/38.1 kg

Wheel Diameter

10"

* Does not nest when fully assembled

** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS



EXCEEDS ANSI STANDARD
Independently tested to
withstand 6 1/4 lbs per gallon

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Molded-in, sealed stop-bar journal prevents leakage.

OPTIONAL FEATURES:

- Lids to keep critters out with a locking gravity latch that opens automatically when cart is picked up by the waste collector

Available in 21-, 32-, 48-gallon sizes

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping carts looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVR-II Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.



Toter carts are compatible with both fully automated arms (left) and semi automated lifters (right).

STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVR-II Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.



Toter® carts support sustainability in a variety of ways:

1) REDUCED MATERIAL CONSUMPTION

Compared to other carts, each 96-gallon Toter cart is manufactured with up to five fewer pounds of plastic.

2) LONGEST SERVICE LIFE

Toter offers a 15- to 20+ year active service life, compared to a 10-year service life for injection-molded carts. Toter carts are manufactured with a stress-free, Advanced Rotational Molding™ process using medium density polyethylene (MDPE), giving Toter carts a superior strength-to-weight ratio when compared to injection-molded carts containing high density polyethylene (and high residual stress). Longer service life essentially eliminates early cart replacement, reducing material consumption by at least 50%.

3) RECYCLED CONTENT

Toter carts are manufactured with up to 50% recycled content.

4) RECYCLABLE

Toter carts are fully recyclable. In fact, Toter recycles used carts into new carts every single day.

5) REDUCED FUEL COSTS AND LOWER EMISSIONS

With a 0.2% warranty claim rate—the industry's lowest, by the way—Toter carts are virtually maintenance-free. Toter's lower annual failure rate reduces the number of repairs and replacement trips. And because Toter carts nest, service providers can deliver up to three times more carts per trip.

To view Toter's Sustainability Calculator, visit: <http://www.toter.com/about/sustainability/sustainability-calculator>





Toter®

Built for Extremes™

PO Box 5338
841 Meacham Road
Statesville, NC 28677
800-424-0422
704-872-8171
sales@wastequip.com
www.toter.com

WHY...

Participating Agencies Choose 48 Gallon Carts Over 32 or 35 Gallon Carts

- ✓ Bags hang up in 32/35 gallon carts during automated collection. Drivers waste time re-dumping and residents complain if bags are left in the cart.
- ✓ 32/35 gallon carts often fall over when set down by automated trucks. The larger base of the 48 gallon carts increases stability and reduces carts falling over and resident complaints.
- ✓ Residents complain that a 64 gallon cart is too large when used as the "small cart option" and the 32/35 gallon is too small. At ½ the size of the default 96 gallon cart, the 48 gallon is the perfect "small cart option".
- ✓ Over 120 cities have used 48 gallon carts for 15 years. Toter innovation answered a market demand that other cart manufacturers choose to ignore.

Toter®
BUILT FOR EXTREMES™



**TOTER® EVR™ II UNIVERSAL/NESTABLE
MODELS #79264, #79248
PRODUCT SPECIFICATIONS**

MATERIAL/PROCESS:

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 10-20% recycled resin based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production.

CART LID:

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270° with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS:

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish. Space available for two (2) custom markings hot stamped onto lid in White.

CART BODY:

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body. Carts are designed and constructed to resist leakage under normal operating conditions.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter, zinc plated steel tubing and is factory installed. Stop bar rotates 360° inside molded plastic journals in the cart body during cart pickup to prevent bar damage. Integrally molded upper lift point serves as pick up point and pull handle.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting. Model 79248 shall have an extended axle.

Wheels are one piece 10" x 1.75" (nominal) blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

BODY MARKINGS:

Custom sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, with sequence from the City. Manufacturers name/code and month/year of manufacture molded into the side. Space available for custom City marking on both sides of cart body in White, and additional space available for custom City marking on the front of the cart body in White. Space available for bar code graphic applied at factory.

NESTABILITY:

Nestable design allows FULLY ASSEMBLED Model 79296, 79264, and 79248 carts to be stacked one inside another for storage and delivery efficiency and cost savings.

COLOR:

Ultraviolet stabilized, non-fading standard solid colors in Green body and lid (#940 Green) or Blue body and lid (#705 Blue). Other available solid colors: Brown (#270), Gray (#125) or Black (#200). Special Granite colors for body (solid standard color lid) are also available for no additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

DIMENSIONS:

Model #	79264	79248	
Length:	31.50"	28.75"	
Width:	24.25"	23.50"	– Fits through gates and doors
Height:	41.75"	37.50"	

CAPACITY:

Volume 64.40 for Model 79264, and 48.14 for Model 79248, in US Gallons, body of containers only.

WEIGHTS AND WALL THICKNESS:

Fully Assembled –27.8 pounds for Model 79264 and 23.8 pounds for Model 79248. Resin (body and lid only) –23.3 pounds for Model 79264 and 19.88 pounds for Model 79248. Wall Thickness is nominal 1.4 inch for all Models.

LOAD RATING:

Conforms with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: Model 79264 is 224 lbs., and Model 79248 is 168 lbs.

WARRANTY:

Container body is covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.




BUILT FOR EXTREMES™

TOTER, LLC RECYCLED RESIN CERTIFICATION

***For The City of Tucson, Arizona and
National IPA Participating Agencies***

Toter, LLC hereby certifies that it may manufacture carts using up to 50% recycled resin, based on color of cart, preference of customer, and availability at time of production. This recycled resin is of like quality to 90% or better virgin resin.



Henry Retamal, President
Toter, LLC

July 27, 2017

Cart Components

Fits Toter cart models:

76532

76564

76596

74532

74564

74596

52532

57564

57596

1. (2) Palnuts



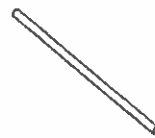
2. (2) Wheels



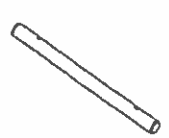
3. (2) Axle Spacers



4. (1) Axle



5. (1) Stop Bar



6. (2) Plastic Rivets



7. (1) Cart Lid



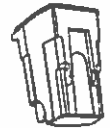
8. (2) Hinge Brackets



9. (4) Torx Fasteners

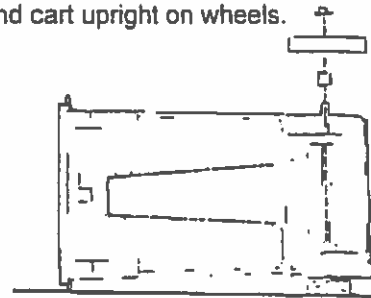


10. (1) Cart Body



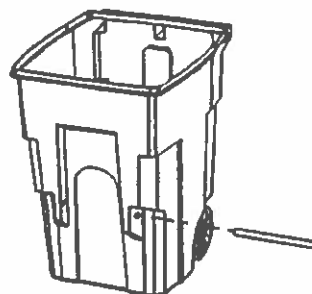
Step 1 Wheel Assembly

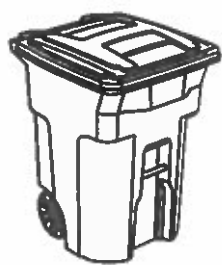
1. Drive axle onto a palnut using hammer.
2. Slide wheel and then axle spacer onto axle until wheel is flush with palnut.
3. Slide axle through journals in cart bottom. Select for desired axle position if more than one axle position is visible. The front position is used to make the cart easier to tilt and roll. The rear position is used to make the cart more stable in high winds.
4. Lay cart on side with assembled wheel down and palnut resting on wooden block. Mount second axle spacer and then wheel. Drive on second palnut using hammer. Stand cart upright on wheels.



Step 2 Stop Bar Assembly

1. Slide stop bar through hole on either side of front of cart and pull through into second hole until both rivet holes are visible.
2. Push split ends of drive rivets into holes in stop bar.
3. Tap drive rivet center posts with hammer until flush with the top of rivet.





EVR II Cart Assembly

Palnut

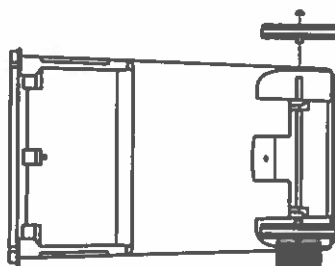


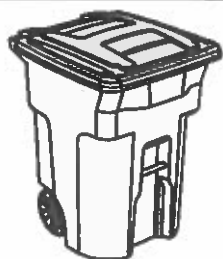
Wheel



Wheel Assembly

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Drive palnut onto axle with hammer.
4. Flip cart and repeat. Stand cart upright on wheels.





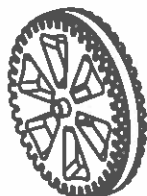
EVR II Cart Assembly

For Toter Cart Models: 79224, 79232, 79248, 79264, 79296

Palnut



Wheel



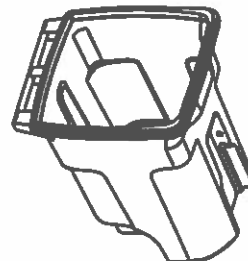
Spacer



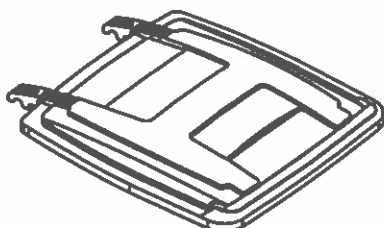
Axle



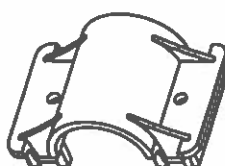
Cart Body



Cart Lid



Hinge Bracket



Torx Fastener



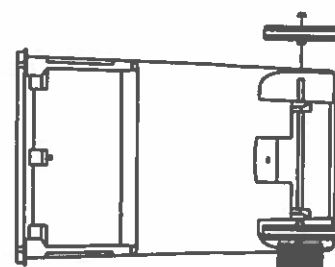
Wheel Assembly

(MODEL 79232 ONLY)

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Slide spacer then wheel onto axle.
4. Drive palnut onto axle with hammer.
5. Flip cart and repeat. Stand cart upright on wheels.

(ALL OTHER MODELS)

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Slide a wheel, spacer side facing down, onto axle.
4. Drive palnut onto axle with hammer.
5. Flip cart and repeat. Stand cart upright on wheels.

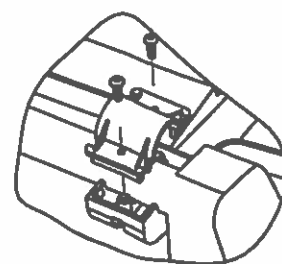


Lid Assembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

Warning: If using a power tool, set clutch at minimum needed to tighten fastener properly.

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Snap hinge bracket into lid hinge fully.
4. Screw torx fasteners into hinge bracket holes. Tighten fastener until its head makes contact with surface of bracket and bracket seats into lid hinge.



WHEEL DISASSEMBLY for 120L / 32G Toter Model 79232: HOW TO REMOVE A PAL-NUT

TOOLS NEEDED: HAMMER, LARGE FLAT SCREW DRIVER

1. PLACE SCREW DRIVER ON TAB IN PAL-NUT AS SHOWN IN FIGURE 1.
2. USING HAMMER, HIT SCREW DRIVER AS SHOWN IN FIGURE 2 AT LEAST TWICE.
3. ROTATE PAL-NUT AND REPEAT ON OTHER SIDE.
4. PULL OFF PAL-NUT.

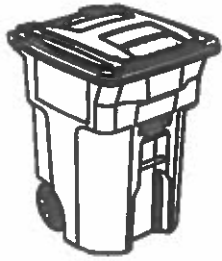
IF PAL-NUT DOES NOT PULL OFF, REPEAT ABOVE STEPS. ALSO, TRY HITTING BACK OF WHEEL WITH HAMMER.



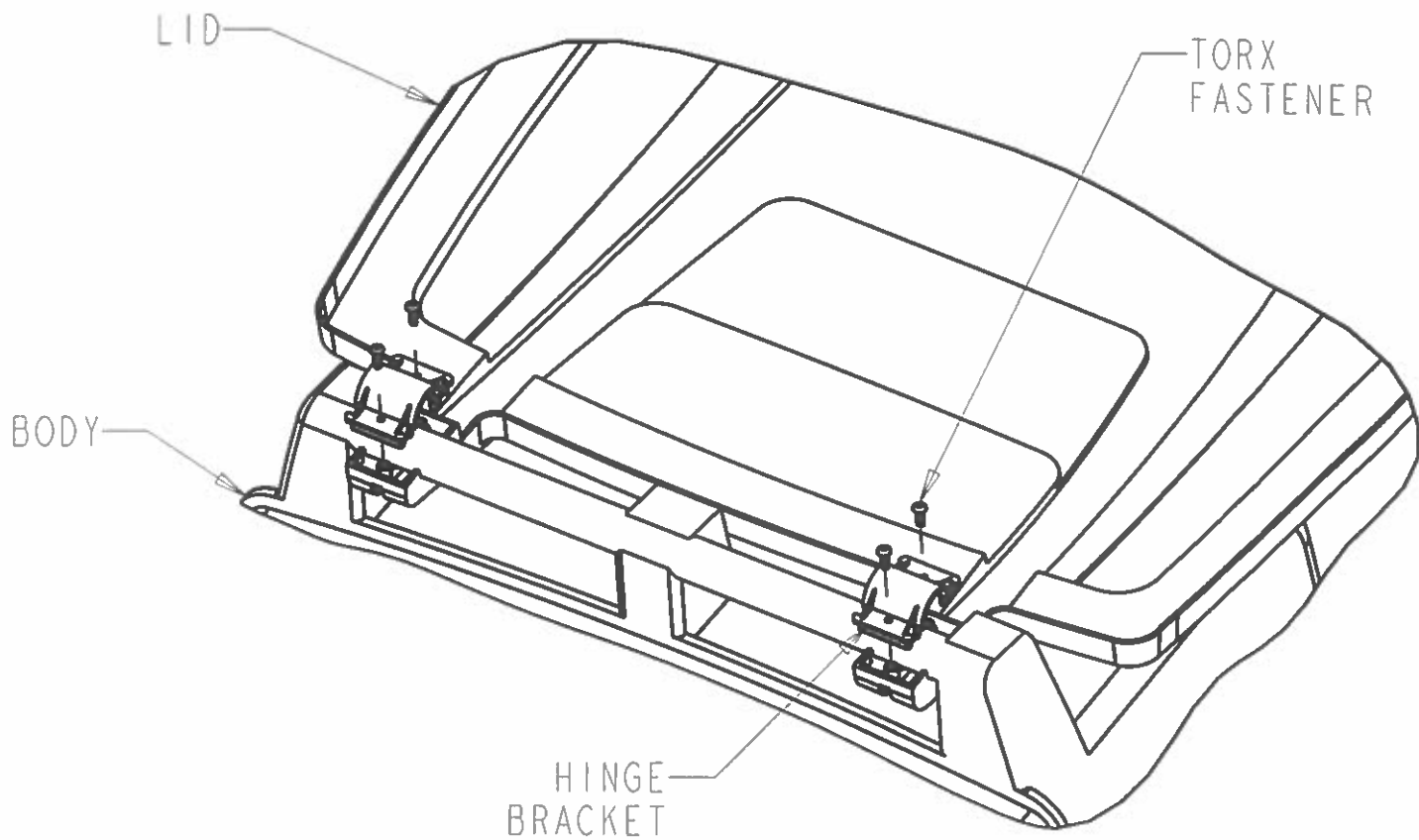
FIGURE 1. PAL-NUT TAB



FIGURE 2. SCREWDRIVER
PLACEMENT



Cart Lid Disassembly



Lid Disassembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Unscrew torx fasteners from hinge bracket holes.
4. Unsnap hinge brackets from lid hinges.
5. Remove lid.

Installing a Stop Bar in Toter EVR II Cart

- Lay the cart on its backside and position yourself at the top opening of the cart.
- Insert Stop Bar into one journal as far as possible, with the other side of the stop bar resting against the opposite wall of the recess in the front of the cart
- Place a putty knife below opposite journal between the end of the Stop Bar and the cart recess wall. This provides a surface for the plastic end cap of the Stop Bar to slide on. Pull up on the Stop Bar until the end of the bar slides up the putty knife blade and pops into the journal.

Tools Needed for Toter Cart Repairs

For Pal Nut and Axle Removal/Replacement

Hammer
Large Flat Screw Drive

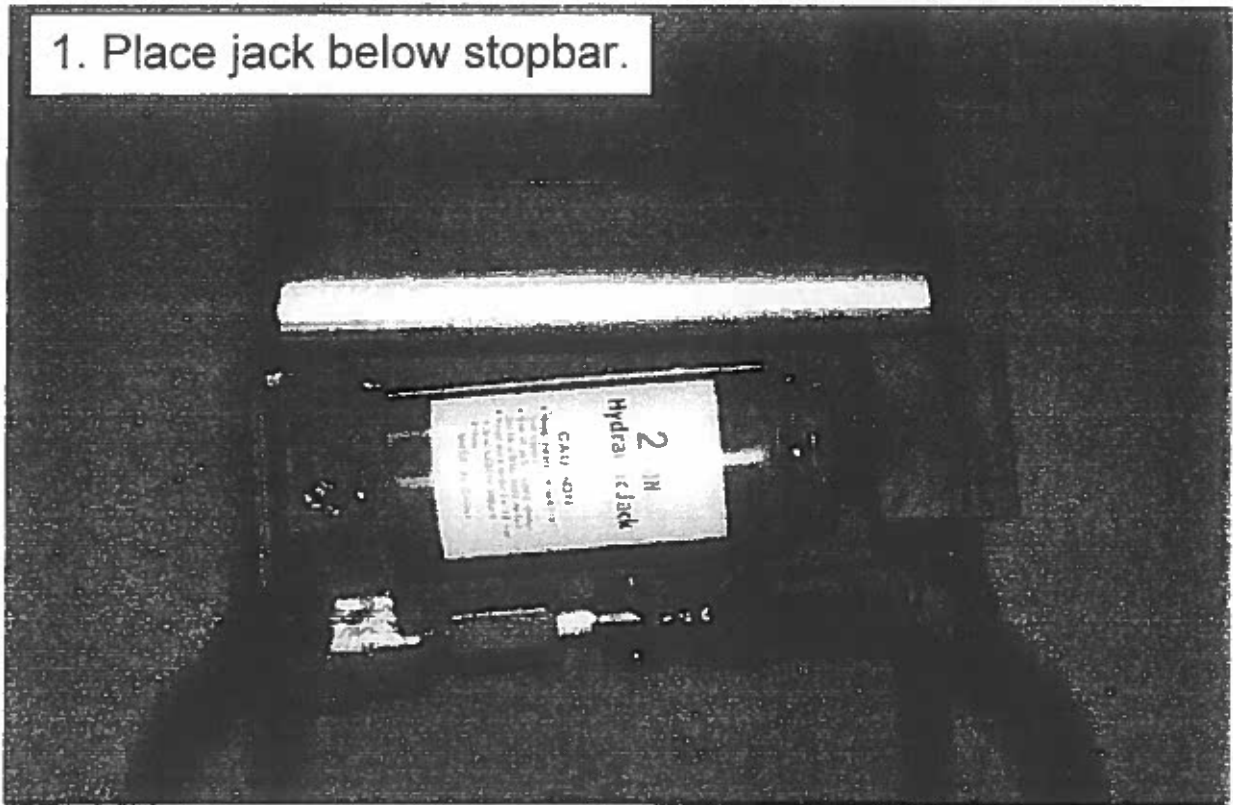
For Lid Removal/Replacement

T25 Torx Driver

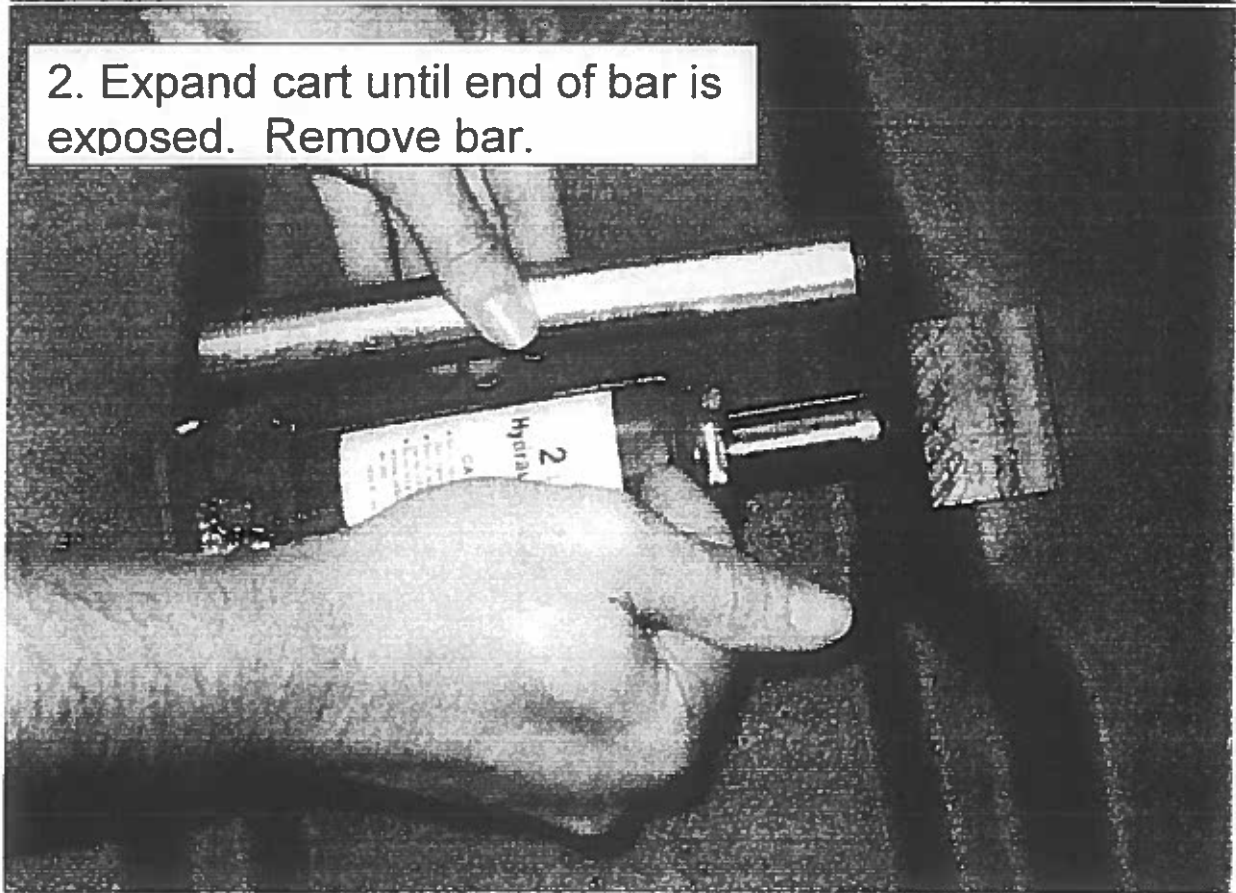
For Stop Bar Replacement

Toter Hydraulic Bottle Jack (EVR II)

1. Place jack below stopbar.



2. Expand cart until end of bar is exposed. Remove bar.



3. Insert new stopbar into cart.

4. Release jack and remove.

STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 96 GALLON EVRII CART PART NO. 79296

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times.
- d) Record maximum force and any damage.

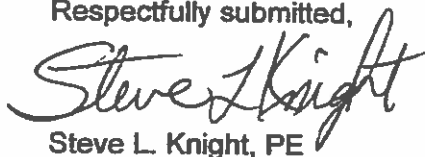
RESULTS:

Passed, no damage was observed. The force readings were 429.4 lbs., 439.5 lbs., and 427.3 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) were 214.7 psi, 219.8 psi, and 213.7 psi.

CERTIFICATION

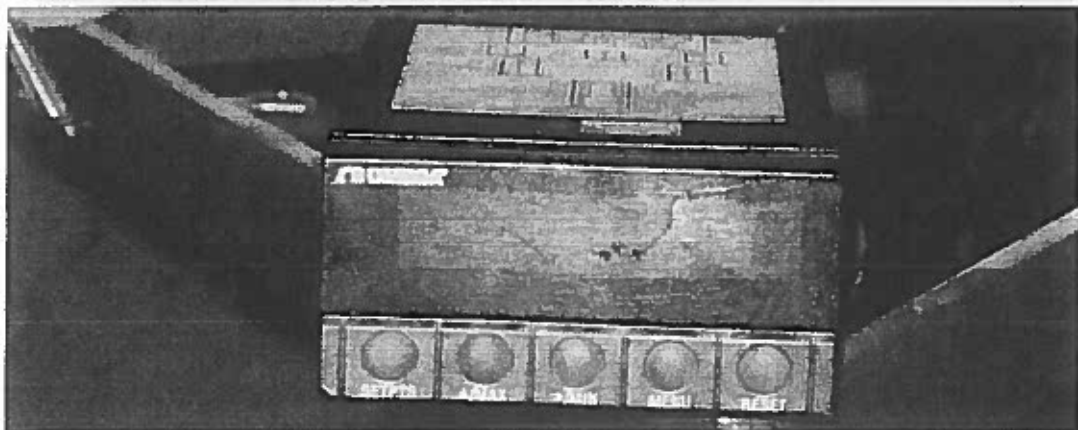
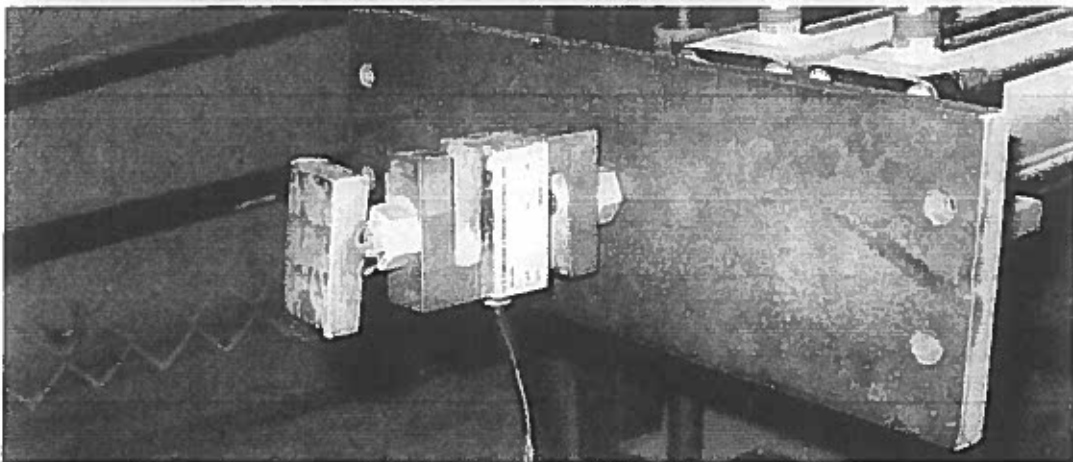
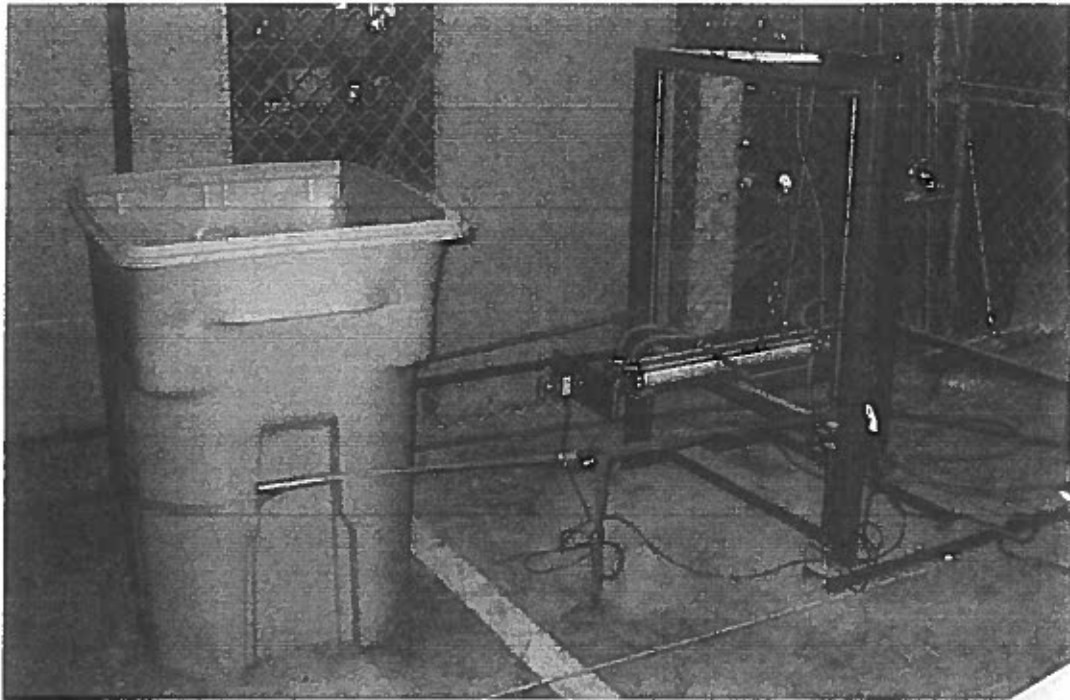
I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

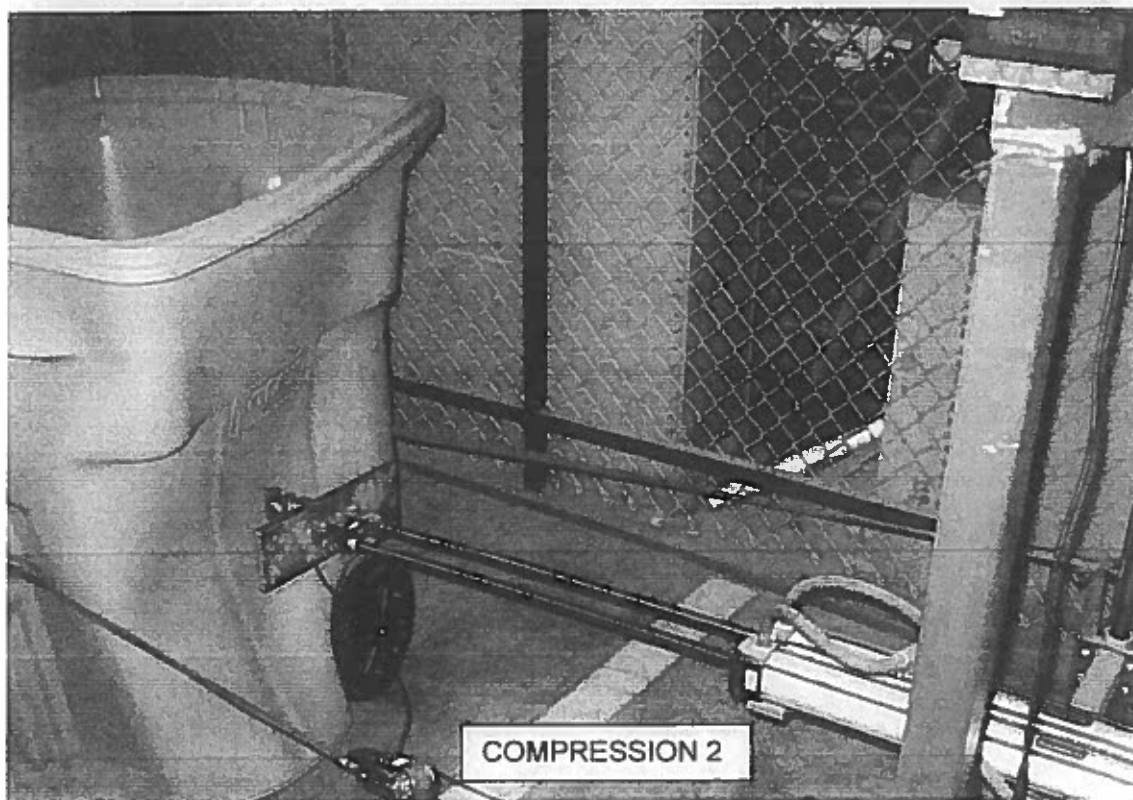

Steve L. Knight, PE

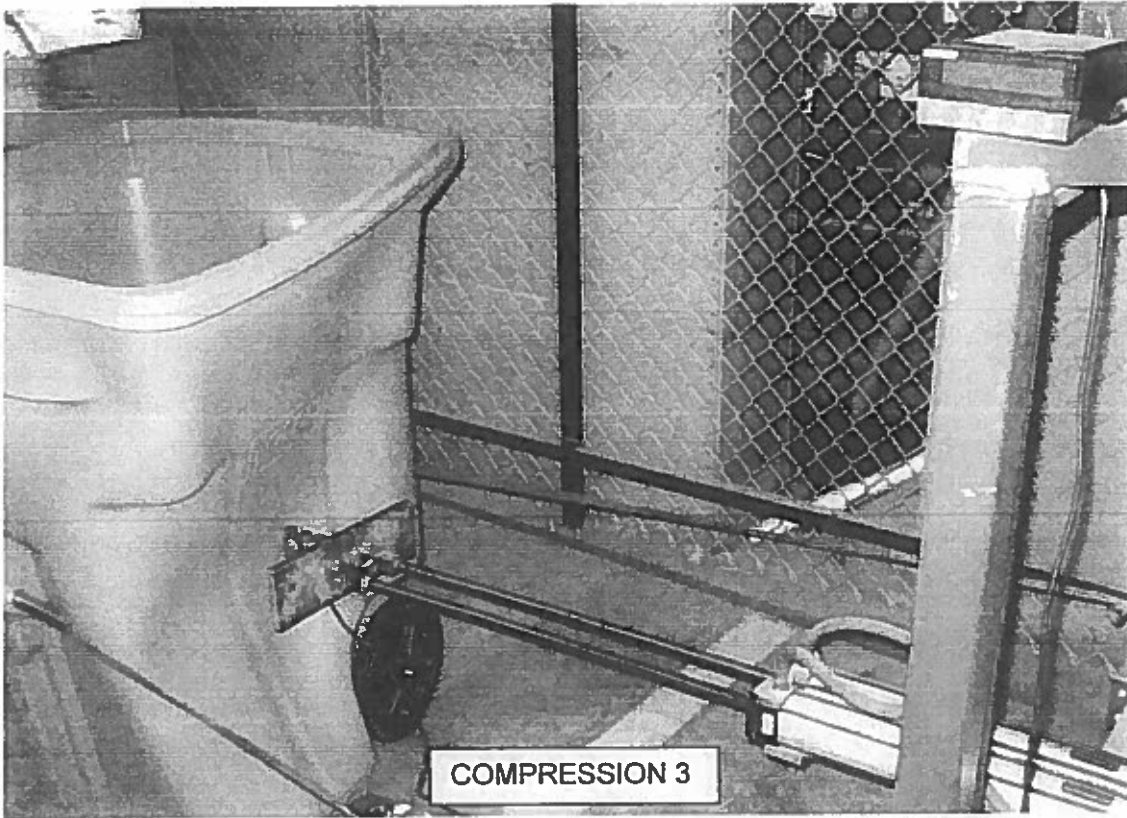


TEST APPARATUS



COMPRESSION RESULTS





CART AFTER COMPRESSIONS



CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 64 GALLON UNIVERSAL/NESTABLE CART PART NO. 79264

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) exceeded 200 psi.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

Todd E. Wright

09-07-07

CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 48 GALLON UNIVERSAL/NESTABLE CART PART NO. 79248

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate ($\text{force}/2 \text{ in}^2$) exceeded 200 psi.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

Todd E. Wright

09-07-07



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 64.4 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions during the loaded test.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 17, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

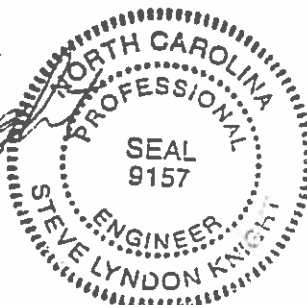
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19 through December 20, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

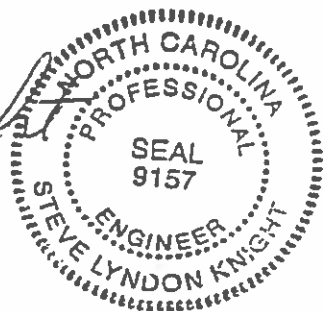
A Toter Trimlift II cart dumper was used to dump the cart with a load of no less than 224 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 17 through December 20, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of no less than 224 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 19 through December 30, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 33 5/16" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 48.8 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 94764) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 17, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE



TESTING REPORT

DATE: 27 January 2003

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Toter EVR II - 64 gallon size

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc.

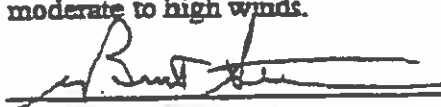
TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. In one set of tests, the bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding. In another set of tests no brace is used.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening -- front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	40 mph	46 mph	46 mph

SUMMARY: The cart was stable in moderate to high winds.


A. Brent Strong

Professor, Manufacturing Engineering
Brigham Young University
265 CTB
Provo, UT 84602



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 48.14 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 168 lbs.

RESULTS: Passed

COMMENTS

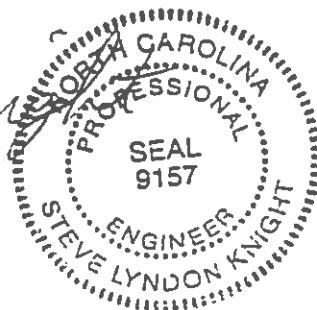
The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

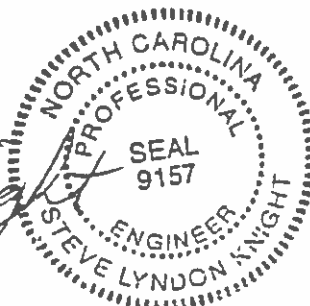
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, through August 2, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 168 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 168 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

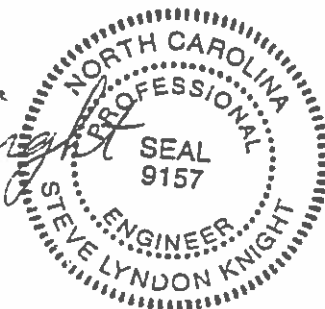
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 27, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 168 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 168 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

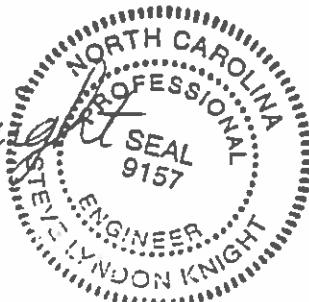
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 28 - 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

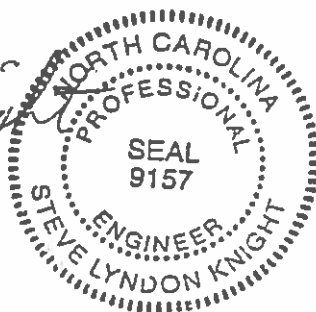
The average height of the handle was 29 3/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 37.3 pounds.

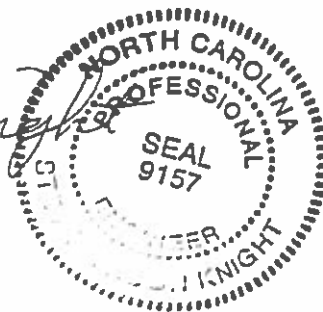
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 79748) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE



TESTING REPORT

DATE: 15 August 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Toter EVR-II, 48 gallon

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.


MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

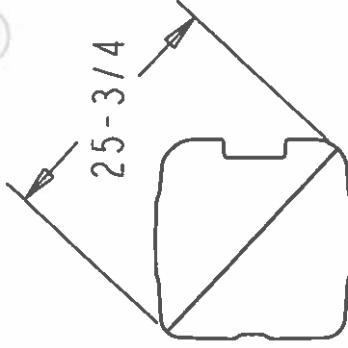
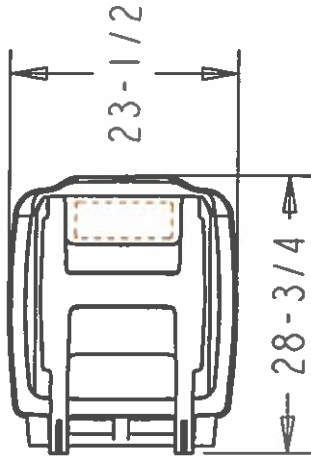
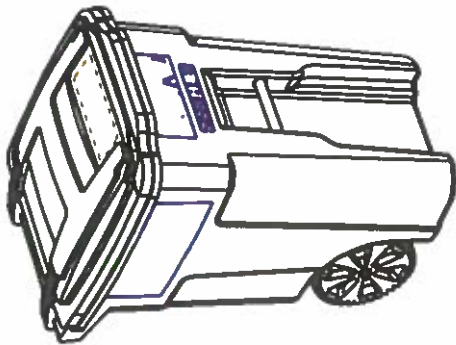
TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening -- front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

TEST RESULTS:

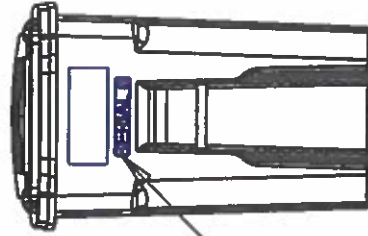
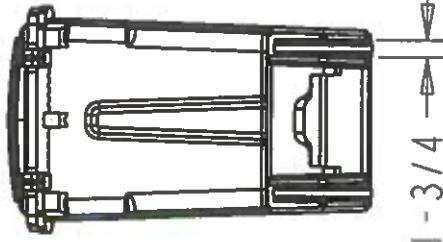
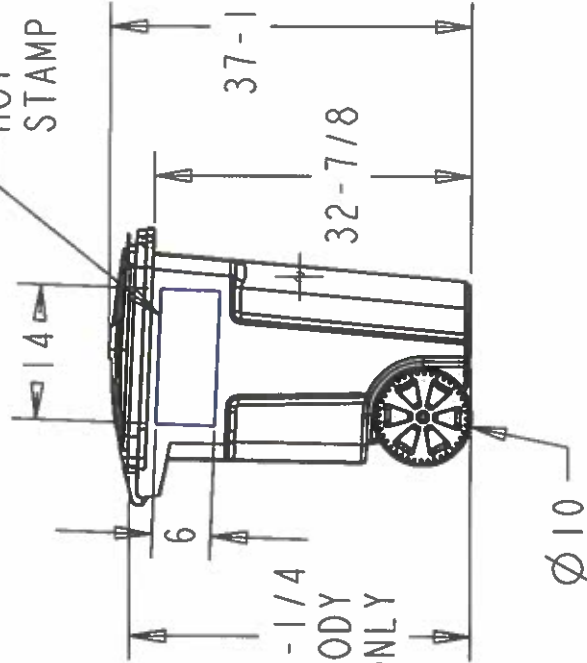
	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	41 mph	40 mph	52 mph


A. Brent Strong
Professor, Manufacturing Engineering Technology
Brigham Young University, Provo, UT 84602



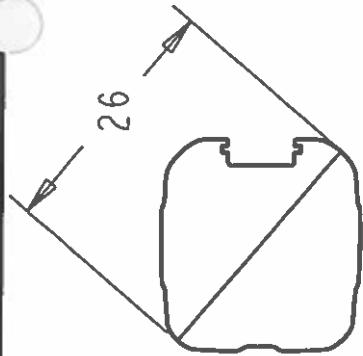
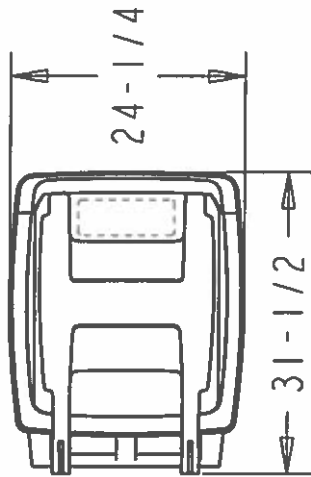
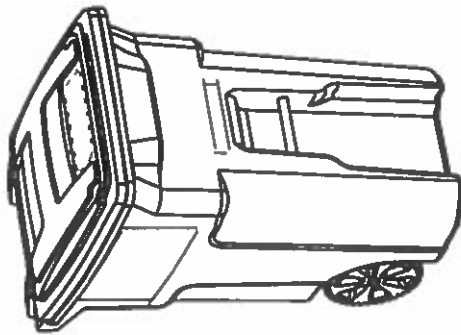
NOMINAL GRIP
DIAMETER

HOT
STAMP



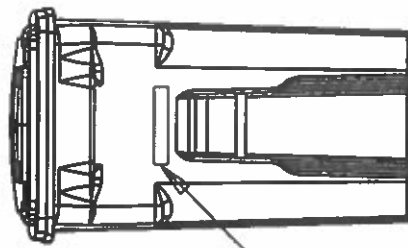
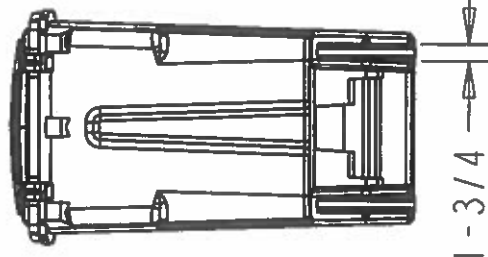
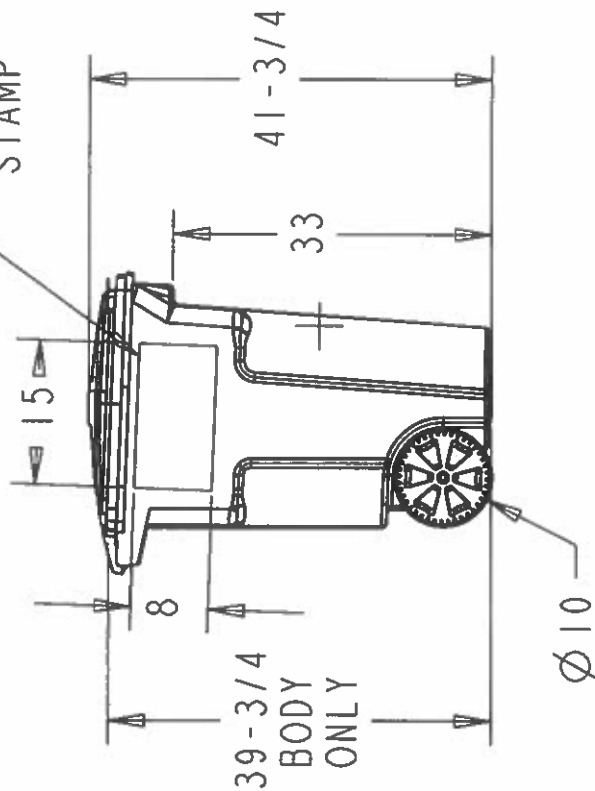
SERIAL
NUMBER

PART NO.	79248		TITLE:		48 GALLON EVR 11 UNIVERSAL CART		TOTER		
LOAD RATING:	168 lbs.						STATESVILLE, N.C.		
WEIGHT	23.8 lbs.		SCALE:		1:20		DATE: 17-Mar-04		
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.							DRAWING NO.	PS-1173 A



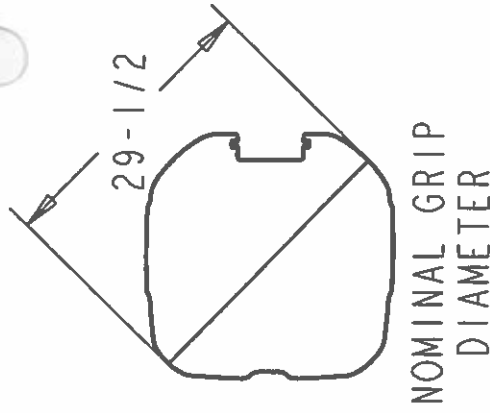
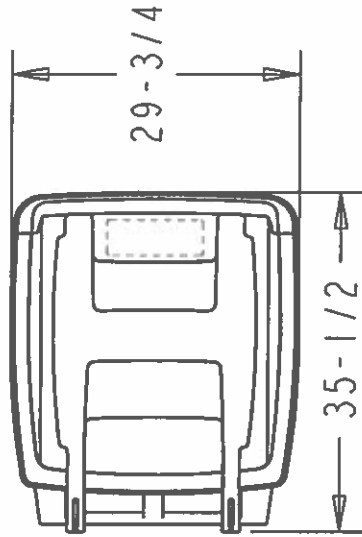
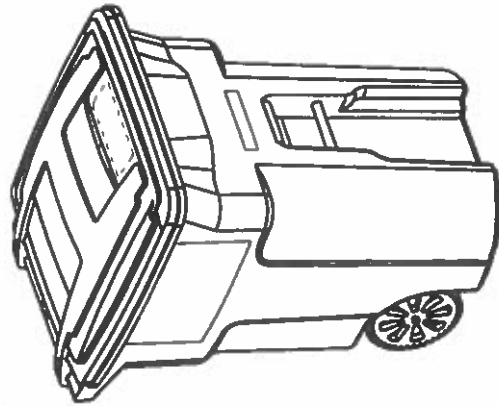
NOMINAL GRIP
DIAMETER

HOT
STAMP



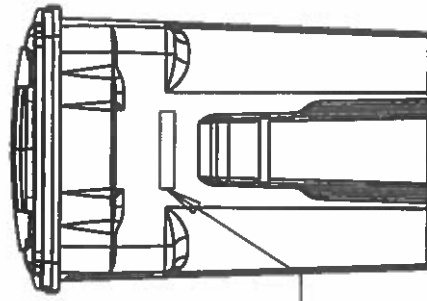
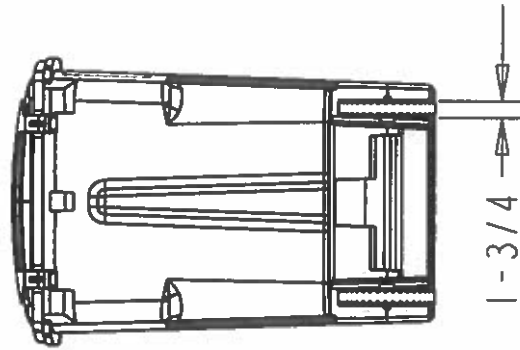
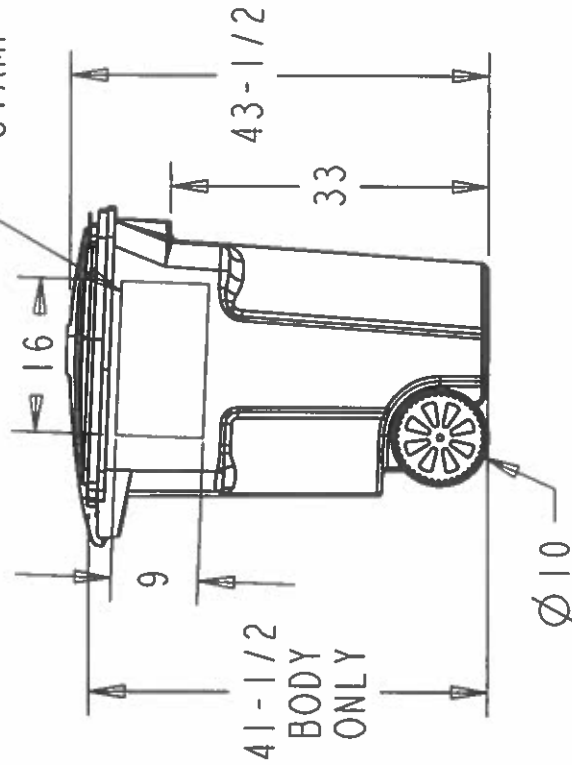
SERIAL
NUMBER

PART NO.	79264		TITLE: 64 GALLON EVR 11 UNIVERSAL CART		TOTER STATESVILLE, N.C.	
LOAD RATING:	224 lbs.					
WEIGHT	27.8 lbs.		SCALE: 1:20	DATE: 16-Mar-04	DRAWING NO.	PS-1174
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.					



NOMINAL GRIP
DIAMETER

HOT
STAMP



SERIAL
NUMBER

PART NO.	79296		TITLE: 96 GALLON EVR 11 UNIVERSAL CART		TOTER STATESVILLE, N.C.	
LOAD RATING:	335 lbs.					
PART WT./CUBE	35.2 lbs.	26.2 cu. ft.	SCALE: 1:20	DATE: 09-Mar-04		
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.					DRAWING NO. PS-1175

ExxonMobil

ExxonMobil
Chemical

Linear Low Density Polyethylene

LL-8400 Series Rotational Molding Grades

Description

ExxonMobil LL-8400 series are linear medium density polyethylene resins that provide outstanding environmental stress crack resistance. They are well suited for the rotomolding of parts that require a combination of good flow characteristics, stiffness and good low temperature toughness.

Typical Applications

- Septic tanks
 - Chemical storage bins
 - Rotomolded pallets
 - Potable water tanks
- LL-8401 Base resin with oxidation protection only in pellet form.
- LL-8460 Fully formulated long term UV stability package in pellet form.
- LL-8461 Fully formulated long term UV stability package in ground form.

Resin Properties	Test Based On ⁴	Unit	Typical Value ¹
Melt Index	ASTM D-1238	g/10 min.	3.3
Density	ASTM D-4883	g/cm ³	0.938
Melting Point	ExxonMobil Method	°C	126.5
Molded Properties²			
Yield Tensile Strength ³	ASTM D-638	MPa (psi)	17.9 (2,600)
Elongation @ Break	ASTM D-638	%	765
Flexural Modulus, 1% Secant	ASTM D-790	MPa (psi)	613 (89,000)
Impact Strength	ARM	ft-lbs	145
Max. Force @ - 40°C, 1/4" thickness			
Environmental Stress Crack Resistance, F ₅₀ Condition B	ASTM D-1693	hr	> 500
Heat Distortion Temperature	ASTM D-648	°C	
66 psi			52.5
264 psi			40

1. Values given above are typical and should not be used as specification limits.
2. All physical properties were measured on rotomolded specimens.
3. Tensile testing was conducted at a crosshead speed of 50 mm/min. The tensile strength reported refers to the maximum load reached during the test.
4. ASTM test procedures may be modified to accommodate operating conditions or facility limitations.

Food Packaging

LL-8400 series grades are olefin copolymers which comply with FDA Regulations 21 CFR 177.1520 (c) 3.1 and 3.2, and may be used in articles which are intended to contact food. Health and Welfare Canada has no objection to the use of these resins in food packaging. The finished article is subject to certain additive-related volume (5 U.S. gallon minimum) and temperature (Maximum: 150°F (U.S.) or 120°F (Canada)) restrictions. Contact your ExxonMobil representative to review specific applications.

AMERICAS-999
©2000 ExxonMobil. The user may forward, distribute, and/or photocopy this copyrighted document only if unaltered and complete, including all of its headers, footers, disclaimers, and other information. You may not copy this document to a Web site. ExxonMobil does not guarantee the typical (or other) values. Analysis may be performed on representative samples and not the actual product shipped. The information in this document relates only to the named product or materials when not in combination with any other product or materials. We based the information on data believed to be reliable on the date compiled, but we do not represent, warrant, or otherwise guarantee, expressly or impliedly, the merchantability, fitness for a particular purpose, suitability, accuracy, reliability, or completeness of this information or the products, materials, or processes described. The user is solely responsible for all determinations regarding any use of material or product and any process in its territories of interest. We expressly disclaim liability for any loss, damage, or injury directly or indirectly suffered or incurred as a result of or related to anyone using or relying on any of the information in this document. There is no warranty against patent infringement, nor any endorsement of any product or process, and we expressly disclaim any contrary implication. The terms "we", "our", "ExxonMobil Chemical", or "ExxonMobil" are used for convenience, and may include any one or more of ExxonMobil Chemical Company, Exxon Mobil Corporation, or any affiliates they directly or indirectly steward. The ExxonMobil Chemical Emblem and the "Interlocking X" Device are trademarks of Exxon Mobil Corporation.

NOVAPOL[®] POLYETHYLENE

Product Data Sheet Rotational Molding Resin

Melt Index 3.5
Density 0.938

NOVAPOL

FEATURES:

- Hexene copolymer
- Excellent impact
- Excellent ESCR

ADDITIVES:

- Processing antioxidants

APPLICATIONS:

- Large parts
- Agricultural storage tanks

Properties	ASTM (1)	Typical Values (2)	
		SI Units	English Units
Melt Index (3)	D 1238	3.5 g/10 min	
Density	D 792	0.938 g/cm ³	
Melting Point		129 °C	264 °F
Crystallization Temperature		114 °C	237 °F
% Crystallinity		56 %	56 %
Molded Plaque Properties			
Tensile Strength @ Yield	D 638	20.6 MPa	3 000 psi
Tensile Strength @ Break		D 638 29.1	MPa 4 200
Elongation @ Yield	D 638	12 %	12 %
Elongation @ Break	D 638	1 000 %	1 000 %
Flexural Modulus	D 790	702 MPa	102 000 psi
Izod Impact Resistance (4)	D 256	182 J/m	3.4 ft-lb/in
Tensile Impact Strength	D 1822	145 kJ/m ²	69.1 ft-lb/in ²
ARM Impact (5)		74.5 J/m	55 ft-lb/in
Softening Point (Vicat)	D 1525	122 °C	252 °F
Heat Deflection Temperature (6)	D 648	58 °C	136 °F
ESCR, F ₅₀ 100% IGEPA(7)	D 1693	>1 000 hr	>1 000 hr
ESCR, F ₅₀ 10% IGEPA(7)	D 1693	30 hr	30 hr

(1) Properties designated have been determined in accordance with the current issues of the specified testing methods. Methods of the American Society for Testing and Materials (ASTM) are used wherever applicable.

(2) Typical Values represent average laboratory values and are intended as guides only, not as specifications.

(3) Condition 190/2.16.

(4) 125 mil sample, notched.

(5) Association of Rotational Molders, -40°C, 3.2 mm (0.125 in).

(6) @ 66 psi.

(7) Environmental stress crack resistance, Condition A.

TI-0338-A MDPE

NOVAPOL[®] POLYETHYLENE

AVAILABILITY

NOVAPOL polyethylene resins are available in bulk hopper cars, hopper trucks, boxes, sea bulk containers or bags. The product type and batch number are clearly marked on each container. Contact the NOVA Chemicals sales office nearest you for availability in your area.

STORAGE/HANDLING

TI-0338-A should be stored in a clean, dry place at ambient temperatures. Prolonged or improper storage can result in deterioration of product properties. Care should be taken when handling and transferring product to prevent foreign matter contamination. The NOVA Chemicals material safety data sheet (MSDS) contains important safety information and should be reviewed before using the product.

PROCESSING CONDITIONS

Comprehensive assistance with processing conditions and technology is available from NOVA Chemicals Technical Service.

FOOD PACKAGING STATUS

Canada: NOVA Chemicals Ltd. has not submitted TI-0338-A to HPB for an opinion on its use in Canada for food packaging applications. Please contact your NOVA Chemicals Technical Service representative for information on the use of this resin in the packaging of specific foodstuffs.

United States: TI-0338-A complies with the specifications contained in the U.S. Food and Drug Administration (FDA) regulation 21 CFR 177.1520 for olefin polymers, para. (c) 3.2a, and may thus be used in the United States as an article or component of an article intended for use in contact with food.

Other Countries: For regulatory compliance information for other countries, please contact your nearest NOVA Chemicals office.

ENVIRONMENTAL

NOVA Chemicals' polyethylene resins are biologically and chemically inert, but improper disposal may present an ingestion hazard to wildlife. Where recycling of NOVA Chemicals' polyethylene resins is not possible, disposal to landfill or incineration in accordance with all applicable government laws and regulations is recommended. Please contact NOVA Chemicals Technical Service for further information on recycling and disposal of NOVA Chemicals resins.



LDPE is the SPI resin code developed for low density and linear low density polyethylene to identify material type for sorting and recycling purposes.

NOVA Chemicals Technical
Centre
3629 - 32 Street N.E.
Calgary, Alberta
Canada T1Y 6G7
Tel: 403-291-8444
Fax: 403-291-0493

NOVA Chemicals Ltd.
Head Office
645 Seventh Avenue S.W.
P.O. Box 2535, Station M
Calgary, Alberta
Canada T2P 2N6
Tel: 403-750-3600
Fax: 403-269-7410

NOVA Chemicals Ltd.
2nd Floor
6711 Mississauga Road
Mississauga, Ontario
Canada L5N 2W3
Tel: 905-542-3338
Toll Free: 1-800-263-2581
Fax: 905-542-8075

NOVA Chemicals Ltd.
1250, boul. René-Lévesque
Ouest
Bureau 2200
Montréal, Quebec
Canada H3B 4W8
Tel: 514-989-3120
Fax: 514-989-3123

NOVA Chemicals Inc.
Parkwest II, Suite 200
2000 Cliff Mine Road
Pittsburgh, PA 15275
USA
Tel: 412-490-4000
Toll Free: 800-222-7213
Fax: 412-494-4861

NOVA Chemicals
(International) S.A.
(Int'l Head Office)
Route De La Glâne 107
CH-1752 Villars-sur-Glâne
Switzerland
H4R 2J8
(Reception and Polymers
Marketing)
Tel: 41-26-409-73-05
Fax: 41-26-409-73-20
(Europe and Africa Sales)
Fax: 41-26-409-73-26



NOVA Chemicals is a registered trademark of NOVA Brands Ltd, authorized use

NOVAPOL[®] is a trademark of NOVA Brands Ltd, authorized use

All information is furnished in good faith, without warranty, representation, inducement or a license of any kind. No guarantee is given that NOVA Chemicals' products will be suitable in purchasers' formulations or processes for any particular end use.



Association of Rotational Molders

July 16 1998



DOW™ MDPE DNDA-1650 NT Medium Density Polyethylene Resin

Overview

DOW DNDA-1650 NT 7 Medium Density Polyethylene Resin is well suited for use as a masterbatch for rotomolding applications. This resin incorporates a minimal stabilization package to designed to provide stabilization during processing only.

Main Characteristics:

- Masterbatch resin for rotomolding applications

Complies with:

- U.S. FDA 21 CFR 177.1520(c)3.1a.
- Europe EU-Directive 2002/72/EC

Consult the regulations for complete details.

Physical	Nominal Value (English)	Nominal Value (SI)	Test Method
Density	0.935 g/cm ³	0.935 g/cm ³	ASTM D792
Melt Index (190°C/2.16 kg)	5.2 g/10 min	5.2 g/10 min	ASTM D1238

Notes

These are typical properties only and are not to be construed as specifications. Users should confirm results by their own tests.

Product Stewardship

The Dow Chemical Company and its subsidiaries ("Dow") has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our Product Stewardship philosophy by which we assess the safety, health, and environmental information on our products and then take appropriate steps to protect employee and public health and our environment. The success of our Product Stewardship program rests with each and every individual involved with Dow products — from the initial concept and research, to manufacture, use, sale, disposal, and recycle of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel are available to answer your questions and to provide reasonable technical support. Dow product literature, including safety data sheets, should be consulted prior to use of Dow products. Current safety data sheets are available from Dow.

Medical Applications Policy

NOTICE REGARDING MEDICAL APPLICATION RESTRICTIONS: Dow will not knowingly sell or sample any product or service ("Product") into any commercial or developmental application that is intended for:

- long-term or permanent contact with internal bodily fluids or tissues. "Long-term" is contact which exceeds 72 continuous hours;
- use in cardiac prosthetic devices regardless of the length of time involved ("cardiac prosthetic devices" include, but are not limited to, pacemaker leads and devices, artificial hearts, heart valves, intra-aortic balloons and control systems, and ventricular bypass-assisted devices);
- use as a critical component in medical devices that support or sustain human life; or
- use specifically by pregnant women or in applications designed specifically to promote or interfere with human reproduction.

Dow requests that customers considering use of Dow products in medical applications notify Dow so that appropriate assessments may be conducted. Dow does not endorse or claim suitability of its products for specific medical applications. It is the responsibility of the medical device or pharmaceutical manufacturer to determine that the Dow product is safe, lawful, and technically suitable for the intended use. **DOW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUITABILITY OF ANY DOW PRODUCT FOR USE IN MEDICAL APPLICATIONS.**

Disclaimer

NOTICE: No freedom from infringement of any patent owned by Dow or others is to be inferred. Because use conditions and applicable laws may differ from one location to another and may change with time, the Customer is responsible for determining whether products and the information in this document are appropriate for the Customer's use and for ensuring that the Customer's workplace and disposal practices are in compliance with applicable laws and other governmental enactments. Dow assumes no obligation or liability for the information in this document. **NO WARRANTIES ARE GIVEN; ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.**

NOTICE: If products are described as "experimental" or "developmental": (1) product specifications may not be fully determined; (2) analysis of hazards and caution in handling and use are required; (3) there is greater potential for Dow to change specifications and/or discontinue production; and (4) although Dow may from time to time provide samples of such products, Dow is not obligated to supply or otherwise commercialize such products for any use or application whatsoever.

Additional Information

North America		Europe/Middle East	+800-3694-6367
U.S. & Canada:	1-800-441-4369		+32-3-450-2240
	1-989-832-1426	Italy:	+800-783-825
Mexico:	+1-800-441-4369		
Latin America		South Africa	+800-99-5078
Argentina:	+54-11-4319-0100		
Brazil:	+55-11-5188-9000		
Colombia:	+57-1-219-6000	Asia Pacific	+800-7776-7776
Mexico:	+52-55-5201-4700		+603-7965-5392

www.dowplastics.com

This document is intended for use within Latin America, North America

Published: 2009-07-21

© 2010 The Dow Chemical Company





Original Purchaser: _____

Date of Purchase: _____

**MANUFACTURER'S DIRECT TWELVE/TEN YEAR WARRANTY
RESIDENTIAL WHOLESALE/MUNICIPAL**

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container— Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: www.toter.com, the terms of which are incorporated herein, a hardcopy of which is available upon request. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

Toter® Two-Wheel Cart/Container

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; all other standard components - 10 Years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable.

Specifically excluded from this warranty are labor and installation, alterations, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC

Effective for qualified purchases on or after January 25, 2016

(Rev. 05/2016)



SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 05/2016)



Warranty Claims Procedure

Toter has supplied our 12 year cart body warranty and 10 year warranty on all other carts. The Warranty document is included in our proposal.

To file a warranty claim directly with Toter, LLC, please use the below link to find Toter's Warranty Claim Form online:

<https://form.jotform.com/62574829752165>

This form should be completed entirely. In addition to completing this simple form, Toter requires photos of issues to be uploaded:

Must include pictures that represent 50% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number and one of the defect. For lids, please take at least 2 different pictures of the defect.

The claim will be processed upon customer submission of the website claim form (see attached printout of the online form).

As stated earlier in Paragraph 3.3 in the tab "Toter's Method of Approach", the above Toter Warranty Claims Procedure will be modified to deal with the City of Tucson's limited storage space for damaged carts:

1. Toter's Customer Service Specialist and Regional Manager will work with the designated City contact to review yard contents every 2 weeks BEFORE scrap carts are removed.
2. Each 2 week batch of carts would be documented on our Warranty Claim Form at least 3 business days before removal.
3. We request photos of 25% of the claimed carts with the Warranty Claim Form.
4. Toter's Regional Manager will check the yard at least quarterly, in person, to identify any trends in cart failures.

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

Toter®

WARRANTY CLAIM FORM

Company Name *

Contact Name *

First Name

Last Name

Address

Current Street Address

Original Ship To Address

Please Select

City

State

Phone Number *

Area Code

Phone Number

E-mail *

ex: myname@example.com

Is this for credit? *

Date Taken Out Of Service *

03

- 02

- 2017

Month

Day

Year

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

Component (Body, Lid, Wheels) *

Color *

Description of Damage *

Serial Number Spreadsheet Upload

Upload a File

Please enter data in following format -
SERIAL NUMBER (if one is present)
COMPONENT (Body, Lid, Wheels, Etc.)
DESCRIPTION OF DAMAGE (Crack, hole, Etc.)
DATE TAKEN OUT SERVICE (XX/XX/XX) *

Qty of 96 Gallon Bodies *

ex 23

Qty of 96 Gallon Lids *

ex 23

Qty of 64 Gallon Bodies *

ex 23

Qty of 64 Gallon Lids *

ex 23

Qty of 48 Gallon Bodies *

ex 23

Qty of 48 Gallon Lids *

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

ex 23

Qty of 32 Gallon Bodies *

ex 23

Qty of 32 Gallon Lids *

ex 23

Qty of FEL 1 yrd Bodies

ex 23

Qty of FEL 1 yrd Lids

ex 23

Qty of FEL 2 yrd Bodies

ex 23

Qty of FEL 2 yrd Lids

ex 23

Qty of FEL 3 yrd Bodies

ex 23

Qty of FEL 3 yrd Lids

ex 23

Qty of FEL 4 yrd Bodies

ex 23

Qty of FEL 4 yrd Lids

ex 23

Picture of Damage *

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

Upload

Must include pictures that represent 50% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number & 1 of the defect. For lids please take at least 2 different pictures of the defect.

Submit

Powered by  **JotForm**

Create your own form today!



BUILT FOR EXTREMES™

Toter, LLC's Efforts to Utilize Local, Disadvantaged, Minority and Women Owned Businesses

Toter, LLC reviews all requests for a National IPA quote to understand any requirements for utilizing MBEs and/or WBEs as qualified subcontractors. Toter is not a certified as an M/WBE Bidder. However, Toter is committed to utilization of MWBEs whenever possible, and we set out to identify possible use of MWBEs as subcontractors on a case by case basis in a concerted attempt to meet the requested level of participation.

In many projects there are several possibilities for use of MWBEs. We normally search for specific businesses that may provide the following:

1. Machining and galvanizing of steel axles and steel stop bars (cart components)
2. Over-the-road trucking of carts to the City (53 foot trailers)
3. Project management of door-to-door delivery of the approximate 60K carts to residents
4. Labor, forklift, and/or trucks for local delivery of carts to residents

Toter contacts local MWBEs that are listed on the City's website, by email and/or by phone. Toter further vets MWBE businesses that are qualified to perform the work and considers all cost effective, positive responses.

Toter does seek to employ and do business with disadvantaged businesses. We use a Woman Owned Business to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business.

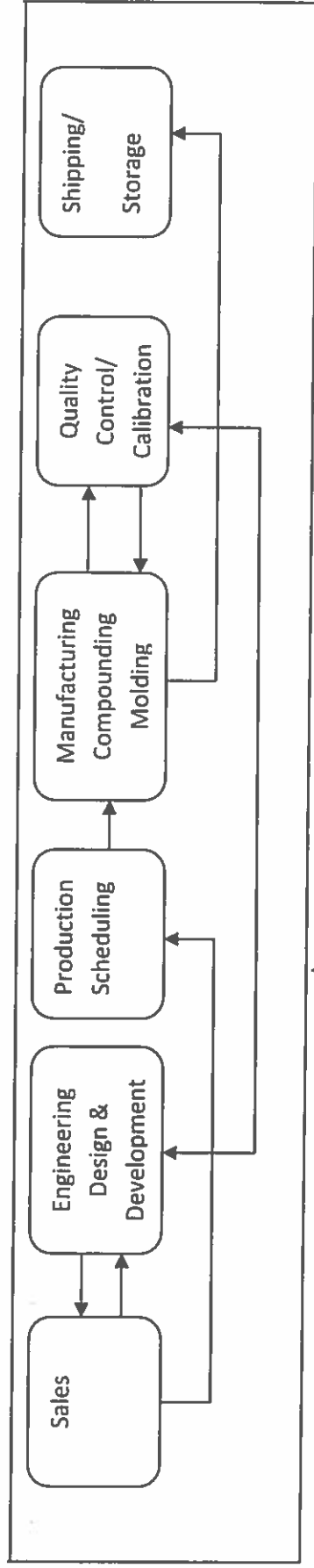
Our Good Faith Effort is documented over the next attached pages. Further documentation or explanation is certainly available upon request.



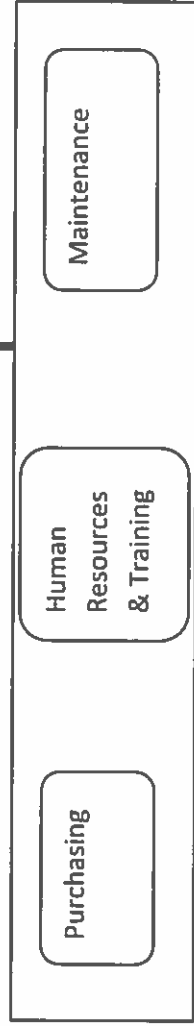
BUILT FOR EXTREMES™

Toter, LLC Process Flow Chart

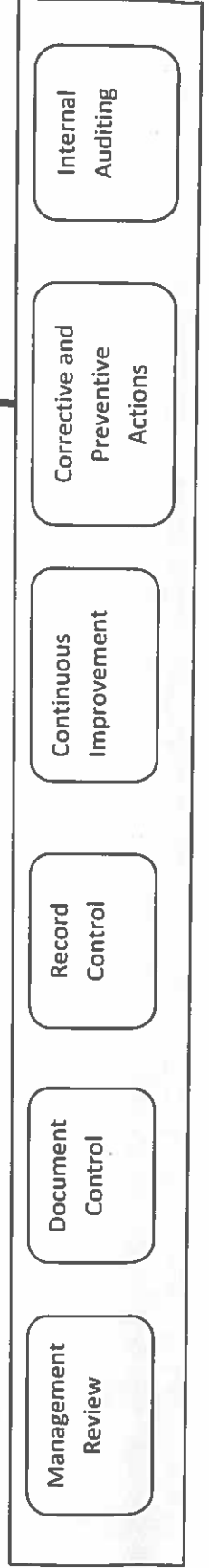
Customer Oriented Processes:



Support Oriented Processes:



Management Oriented Processes:



Toter

Wastequip, LLC
6525 Morrison Blvd Suite 300
Charlotte, NC 28211

Invoice Number: [REDACTED]
Invoice Date: 06/09/2017
Account Number: 10255
Order Number: [REDACTED]
Order Date: [REDACTED]/2017
PO Number: [REDACTED]

Terms: Net 30

City Name/Address:
[REDACTED]
[REDACTED]
[REDACTED]

Ship Qty	UOM	Order/Back Qty	Item No./Description	Price	Total
1.00	EA	7.00/6.00	Bill of Lading Number: 734977 FRT-NONTAXABLE/FREIGHT NON-TAXABLE	[REDACTED]	[REDACTED]
636.00	EA	636.00/0.00	57596-42574/96 GAL FULLY AUTOMATED EVR1 NO STOP BAR Body Color: 940 GREEN Lid Color: 940 GREEN-GEN2	[REDACTED]	[REDACTED]
				Sales Amount Misc Amount S & H Amount Tax Amount Subtotal Amount	[REDACTED]

Location	Salesperson	Ship Via	Freight	Job Number
40-Del Rio	Maribel Brown	CUSTOMER CARRIER	Prepaid	

If you require additional assistance, please contact us by phone at (704) 872-8171.

Detach here and return coupon with payment

[REDACTED] City Of

Amount Enclosed: \$ _____

Please make check payable to:

Toter, LLC c/o Wastequip, LLC

Invoice Number: [REDACTED]
Invoice Date: 06/09/2017
Account Number: [REDACTED]
Order Number: [REDACTED]
Order Date: 06/09/2017
PO Number: [REDACTED]

☐ Check here to indicate address change and complete form on reverse.

Wastequip, LLC
PO BOX 603008
Charlotte, NC 28260-3008

Wastequip's Portfolio of Brands

Toter**Exalbreath****CUSCO****PIONEER****MOUNTAIN TAP****Accurate****GO TO
PARTS**

Wastequip, LLC
6525 Morrison Blvd Suite 300
Charlotte, NC 28211

Invoice Number: [REDACTED]
 Invoice Date: 05/04/2017
 Account Number: [REDACTED]
 Order Number: [REDACTED]
 Order Date: 05/02/2017
 PO Number: [REDACTED]

Ship Qty	UOM	Order/Back Qty	Item No./Description	Price	Total
				Amount Received	
				Total Amt Due USD	



Printed By: James Levy
Date Printed: July 11, 2017

Live Report : TOTER, LLC

D-U-N-S® Number: 10-178-6507

Trade Names: (SUBSIDIARY OF WASTEQUIP, LLC, CHARLOTTE, NC)

Endorsement/Billing Reference: jlevy@wastequip.com

D&B Address

Address 841 Meacham Rd
Statesville, NC, US -
28677

Phone 800 424-0422

Fax 704-873-7761

Location Type Headquarters
(Subsidiary)

Web www.toter.com

Added to Portfolio: 01/31/2010

Last View Date: 06/07/2017

Endorsement : jlevy@wastequip.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

D&B Rating	1R3				1R indicates 10 or more Employees, Credit appraisal of 3 is fair
D&B Viability Rating	4	5	B	Z	View More Details
Commercial Credit Score Percentile	↑	57			Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile	↓	5			Moderate to High Risk of severe financial stress.
PAYDEX®	↓	59			Paying 23 days past due
Credit Limit - D&B Aggressive	400,000.00			Based on profiles of other similar companies	
Credit Limit - D&B Conservative	200,000.00			Based on profiles of other similar companies	
High Credit - Average	13,620.00			Average High Credit for payment experiences reported to D&B.	
Highest Credit	300,000.00			Highest credit granted in the past 24 months.	
Employees	150			Includes Officers, Undetermined employed here.	
Lien Found	No				
Suit Found	Yes			Number of Suits: 1 Most recent filing date: 05/04/17	
Judgments Found	No				
Bankruptcy Found	No				
Sales (Revenue)	Unavailable				

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months

D&B Viability Rating



Viability Score : 4

15
Days

Dollar-weighted average of **39** payment experiences
reported from **28** Companies

Recent Derogatory Events

	May-17	Jun-17	Jul-17
Placed for Collection	-	-	461 on 1 acct
Bad Debt Written Off	-	-	-

Corporate Linkage

This is a Headquarters (Subsidiary) location

TOTER, LLC
Statesville, NC
D-U-N-S® Number 10-178-6507

The Parent Company is
WASTEQUIP, LLC
North Carolina
D-U-N-S® Number 60-856-7756

Public Filings

The following data includes both open and closed filings
found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	1	05/04/17
UCCs	34	06/12/17

The public record items contained herein may have been
paid, terminated, vacated or released prior to today's date

Financial Overview

Based on your financial statement preference setting
and the availability of financial data from the sources,
no financial statements are available.

5

Portfolio Comparison : 5

B

Data Depth Indicator : B

Z

Company Profile : Z

Subsidiary

D&B Company Overview

This is a headquarters (subsidiary) location

Branch(es) or Division(s) exist	Y
Mailing Address	PO BOX 5338 STATESVILLE, NC 28687
Chief Executive	JOHN SCOTT, PRES- CEO
Year Started	1983
Management Control	2007
Employees	150 (Undetermined Here)
Financing	SECURED
SIC	3089 , 3536
Line of business	Mfg plastic products, mfg hoist/ crane/ monorail, mfg metal stampings, mfg metal barrels/ pails, mfg plastic material/ resin
NAICS	326199
History Status	CLEAR

FirstRain Company News

This Company is not currently tracked for Company
News

Powered by FirstRain

Commercial Credit Score Class

Commercial Credit Score Class: 3 

Lowest Risk 1, Highest Risk 5

Financial Stress Score Class

Financial Stress Score Class: 4 

Lowest Risk:1, Highest Risk: 5

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

4	Viability Score	Lowest Risk:1	Highest Risk:9
Compared to All US Businesses within the D&B Database: <ul style="list-style-type: none"> • Level of Risk: Low Risk • Businesses ranked 4 have a probability of becoming no longer viable: 5 % • Percentage of businesses ranked 4: 14 % • Across all US businesses, the average probability of becoming no longer viable: 14 % 			
5	Portfolio Comparison	Lowest Risk:1	Highest Risk:9
Compared to All US Businesses within the same MODEL SEGMENT: <ul style="list-style-type: none"> • Model Segment : Established Trade Payments • Level of Risk: Moderate Risk • Businesses ranked 5 within this model segment have a probability of becoming no longer viable: 5 % • Percentage of businesses ranked 5 with this model segment: 11 % • Within this model segment, the average probability of becoming no longer viable: 5 % 			
B	Data Depth Indicator	Predictive Data:A	Descriptive Data:G
Data Depth Indicator: <ul style="list-style-type: none"> ✓ Rich Firmographics ✓ Extensive Commercial Trading Activity ✓ Basic Financial Attributes <p>Greater data depth can increase the precision of the D&B Viability Rating assessment.</p>			
	Company Profile	Subsidiary	



Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : 1R3

Number of employees: 1R indicates 10 or more employees
Composite credit appraisal: 3 is fair

The Rating was changed on November 21, 2016 because of D & B's overall assessment of the company's financial, payment and history information. The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive.

Below is an overview of the company's rating history since 05-29-2007

D&B Rating	Date Applied
1R3	11-21-2016
--	06-16-2014
1R4	10-08-2013
1R3	11-08-2012
--	08-14-2012
1R3	01-17-2011
--	05-29-2007

Number of Employees
Total:

150 (Undetermined here)

Payment Activity:

(based on 78 experiences)

Average High Credit:

13,620

Highest Credit:

300,000

Total Highest Credit:

942,600

D&B Credit Limit Recommendation

Conservative credit Limit 200,000

Aggressive credit Limit: 400,000

Risk category for this business : LOW

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files. The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class : 4

(Lowest Risk 1; Highest Risk 5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:



Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : 1R3

Number of employees: 1R indicates 10 or more employees
Composite credit appraisal: 3 is fair

The Rating was changed on November 21, 2016 because of D & B's overall assessment of the company's financial, payment and history information. The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive

Below is an overview of the company's rating history since 05-29-2007

Number of Employees
Total: 150 (Undetermined here)

D&B Rating	Date Applied
1R3	11-21-2016
--	06-16-2014
1R4	10-08-2013
1R3	11-08-2012
--	08-14-2012
1R3	01-17-2011
--	05-29-2007

Payment Activity: (based on 78 experiences)
Average High Credit: 13,620
Highest Credit: 300,000
Total Highest Credit: 942,600

D&B Credit Limit Recommendation

Conservative credit Limit: 200,000
Aggressive credit Limit: 400,000

Risk category for this business : **LOW**

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files. The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class : 4

(Lowest Risk 1; Highest Risk 5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: **0.84 %** (84 per 10,000)
 Financial Stress National Percentile : **5** (Highest Risk: 1; Lowest Risk: 100)
 Financial Stress Score : **1380** (Highest Risk: 1,001; Lowest Risk: 1,875)
 Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48 %** (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Composite credit appraisal is rated fair.
 Low proportion of satisfactory payment experiences to total payment experiences.
 UCC Filings reported.
 High number of inquiries to D & B over last 12 months.
 High proportion of slow payment experiences to total number of payment experiences.
 High proportion of past due balances to total amount owing.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
 The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
 The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
 The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	5
Region: SOUTH ATLANTIC	48
Industry: MANUFACTURING	52
Employee range: 100-499	75
Years in Business: 6-10	43

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms). The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 3 

Lowest Risk: 1; Highest Risk: 5

Incidence of Delinquent Payment

Among Companies with this Classification: **5.80 %**
 Average compared to businesses in D&B's database: **10.20 %**
 Credit Score Percentile : **57** (Highest Risk: 1; Lowest Risk: 100)
 Credit Score : **509** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

Proportion of past due balances to total amount owing
 Proportion of slow payments in recent months
 Limited time under present management control
 Evidence of open suits
 Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
 The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
 The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
 The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	57
Region: SOUTH ATLANTIC	43
Industry: MANUFACTURING	62
Employee range: 100-499	89
Years in Business: 6-10	43

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

View Snapshots

View Snapshots

Snapshot (05/07/2014) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	05/07/2014
Snapshot (05/07/2014) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	05/07/2014
Snapshot (05/07/2014) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	05/07/2014
Snapshot (06/04/2013) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	06/04/2013
Snapshot (06/04/2013) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	06/04/2013
Snapshot (07/27/2011) D-U-N-S Number 10-178-6507	TOTER, INC. United States Of America	07/27/2011
Snapshot (07/20/2011) D-U-N-S Number 10-178-6507	TOTER, INC. United States Of America	07/20/2011
Snapshot (06/21/2010) D-U-N-S Number 10-178-6507	TOTER, INC. United States Of America	06/21/2010

This information may not be reproduced in whole or in part by any means of reproduction



City of Tucson

License Certificate

Business Name and Tucson Mailing Address:

TOTER LLC
841 MEACHAM RD
STATESVILLE NC 28677

License Number: 3044912

Type: Municipal Tax

Issue Date: June 29, 2017

Expiration Date: December 31, 2016

Owner:

TOTER LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

FINANCE DEPARTMENT

REVENUE DIVISION - LICENSE

Expiration Date: December 31, 2016



Non-Transferable

3044912

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

Municipal Tax License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: TOTER LLC

Located At: 841 MEACHAM RD, STATESVILLE, NC
28677

Effective: January 01, 2016

Please refer to license number in all correspondence.

By 
CFO/Assistant City Manager



BUILT FOR EXTREMES™

TOTER COLOR CHIPS

Toter has included color chips in our response **original** package. Due to variations in color representation with electronic devices, any color choices should be made with actual color chips. If there is a need for additional color chips, please contact:

Kellie Clark
Sr. Manager, Bids/Contracts
Toter, LLC
800-424-0422, Ext 257
Email: kclark@toter.com

Toter
705 Blue
9402-00-0705

Toter
940 Green
9402-00-0940

Please Note:

Items within this section that require Proposer Responses are blank. Documents (only) are provided here for reference purposes, per the City's instructions.

All Toter responses are located within the tabbed sections to follow.

Toter®
BUILT FOR EXTREMES™

ATTACHMENT A



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,
EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Refuse and Recycling Container Solutions and Related Products, Equipment and Services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 5,000,000 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one

\$ _____ .00 in year two

\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the City of Tucson (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Refuse and Recycling Container Solutions and Related Products, Equipment and Services (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of three percent (3%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown

Name

Title

Chief Operating Officer

Title

Date

Date

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company ("National IPA"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Report Totals		
Cumulative Contract Sales		

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHIS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR

CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT

ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT
MANILA, UT

MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT

SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR

DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT

COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFORCHE PARISH HEALTH UNIT - DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHIEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFORCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT

WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY

MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT
ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT
BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT
CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT
CANYON RIM ACADEMY , UT
CANYONS DISTRICT , UT
CARBON SCHOOL DISTRICT , UT
CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT
CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT
DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT
DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT
ENTHEOS ACADEMY , UT

EXCELSIOR ACADEMY , UT
FAST FORWARD HIGH , UT
FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT
GATEWAY PREPARATORY ACADEMY , UT
GEORGE WASHINGTON ACADEMY , UT
GOOD FOUNDATION ACADEMY , UT
GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT
GUADALUPE SCHOOL , UT
HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL . UT
IRON SCHOOL DISTRICT , UT
ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL . UT
JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT
KANE SCHOOL DISTRICT . UT
KARL G MAESER PREPARATORY ACADEMY , UT
LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT
LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT
LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT
MONTICELLO ACADEMY , UT
MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT
MURRAY SCHOOL DISTRICT , UT
NAVIGATOR POINTE ACADEMY , UT
NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATII ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT
NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT
ODYSSEY CHARTER SCHOOL , UT
OGDEN PREPARATORY ACADEMY , UT
OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT
PINNACLE CANYON ACADEMY , UT
PIUTE SCHOOL DISTRICT , UT
PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT
QUAIL RUN PRIMARY SCHOOL , UT
QUEST ACADEMY , UT
RANCHES ACADEMY , UT
REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT
RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT
SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT
SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT
SOUTH SANPETE SCHOOL DISTRICT , UT
SOUTH SUMMIT SCHOOL DISTRICT , UT
SPECTRUM ACADEMY , UT

SUCCESS ACADEMY , UT
SUCCESS SCHOOL , UT
SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT
SYRACUSE ARTS ACADEMY , UT
THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Toter Response to City of Tucson

RFP No. 171717

For Refuse and Recycling Container
Solutions and Related Products,
Equipment and Supplies

ATTACHMENT A



Requirements for National Cooperative
Contract To be Administered by
National Intergovernmental Purchasing Alliance
Company

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

Toter, LLC

841 Meacham Road

Statesville, NC 28677

Toll Free: (800) 424-0422

Phone: (704) 872-8171

Fax: (704) 878-0734

Website: www.toter.com

Registered As: Corporation

Date of Incorporation: Continuous operation since 1962 as subsidiary of Rubbermaid Products. Organized as private corporation April 21, 1983 as Applied Products, Inc. Changed name to Toter Incorporated April 28, 1988, then Toter, LLC in June, 2012.

State of Incorporation: North Carolina

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 other Toter locations: Statesville, NC (headquarters/offices, distribution center, manufacturing facility); Salt Lake City, UT (manufacturing facility and distribution center); Acuna, Mexico (manufacturing facility); and Del Rio, TX (distribution center).



Toter is the leading supplier of wheeled, rollout carts (13-96 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; 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, Wal-Mart, Amazon, Wayfair, and Meijers Stores.

Toter's patented EVR® carts (16, 21, 24, 32, 35, 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 2 and 3 Cubic Yard Plastic Organics Front Load Containers. Toter was also the first container manufacturer to introduce a new color option for the industry – Granite. This upscale look allows municipalities to provide a low cost, permanent, upscale color to highlight new automated container programs. And, our newest products include a 16 gallon EVR II Universal cart, Organics offerings of a 2 gallon Kitchen Collector, 16 gallon bin, 21, 32, and 48 gallon 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 cart 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" injection cart 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.

- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).

Toter's staff of 10 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.

Toter also employs 7 Customer Satisfaction Specialists. The Statesville, NC headquarters houses the Customer Satisfaction Specialists and administration for Toter representatives, plants, and facilities.

- D. Annual sales for the three previous fiscal years.

Toter's annual sales for 2014 was \$143 million, 2015 was \$144 million, and 2016 was \$149 million.

- E. Submit your FEIN and Dunn & Bradstreet report.

Toter's FEIN is 56-1362422 and our Dunn & Bradstreet report is included in the subsequent sections of our proposal.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.

Our extensive customer base demands rigorous, just-in-time delivery performance. Utilizing all our resources and experience 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. Our experienced Transportation Department keenly compares freight rates among reliable common carriers to get the very best rates and timeframes for our customers.

- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Toter's use of other companies to assist in providing carts to the Participating Agencies includes shipping by freight hauler/common carrier, and subcontracted off-loading, assembly and distribution, 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.

- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

Toter, LLC 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, with a manufacturing plant, distribution center and main offices. The West Coast Distribution Center and manufacturing plant is in Salt Lake City, UT. Two other plants exist on the Texas-Mexico border in the Ciudad de Acuna, Mexico which began operation in August 2000 and are supported by a distribution center in Del Rio, TX. All facilities hot-melt compound, pelletize and pulverize the raw materials used in the molding process.

Toter supplies containers in the retail market to Lowes Home Improvement Center, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Walmart, Amazon, Meijer Stores, and Wayfair.

D. State any return and restocking policy and 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.

E. Describe the full line of products and services offered by your company.

Toter, LLC, unlike other cart manufacturers, is not in unrelated business such as food trays, soft drink crates, auto parts, etc. Our focus is 100% on the safe and efficient collection of commercial and residential waste streams.

In order to serve the entire U.S. Market we divide our business into three (3) distinct channels:

- ✓ Residential sales to governments and private haulers for collection service
- ✓ Commercial (Pro Products) sales for industry, commercial buildings and institutions, and
- ✓ Retail Sales to individuals who want a 15 to 20+ year cart for a variety of purposes in addition to waste collection.

Customers of the National IPA cart contract fall into the "Residential" channel since they are typically service providers needing a large number of carts to distribute to residences to facilitate automated collection. Of course, municipal collection can encompass garbage, recycling, yard waste and organics (separated food waste). Toter addresses all Participating agencies' possible needs by providing:

- Every conceivable cart size: 2, 13, 16, 21, 24, 32, 35, 48, 64, 64, 96 Gallons to match local ordinances, policies, and consumer preference.

- The correct load rating for the material being collected. Specifically, Toter 21, 32, and 38 gallon Organics carts carry the industry's highest load rating to match the very high density of food waste. Standard Toter carts meet the maximum allowable ANSI Standard load rating for materials other than Organics.
- Popular colors, including Granite colors, that distinguish one waste stream from another and present the municipal service in a popular, upscale manner.
- 12 Year Body Warranty (10 years on all other cart components) to reduce cart replacement cost by \$7 to \$9 per cart in years 11 and 12 of ownership.
- 15 to 20+ year Service Life of carts to provide clear value for governments and customers. Participating Agencies think long term and purchase based on the Lowest Lifecycle Cost. Conversely, injection molded carts are often chosen by private haulers (collection companies) who want "the cheapest cart I can get. It only has to last the 3 to 5 year term of my municipal contract."
- A full offering of markings to educate users and make correct collection by municipal trucks easy and reliable.
- Collection service technology including semi-automated cart lifters and RFID tags and systems that support RFID data collection from cart delivery through on route service verification during collections.
- Reliable, professional cart Assembly and Delivery Service and Full service Cart Maintenance Service. We perform these services efficiently and cost effectively for Participating Agencies that lack the staff and experience to implement a cart system (rollout) and service the carts on a daily basis.

For those Participating Agencies that also provide commercial service and/or collection at government owned multi-family dwellings and office buildings, Toter provides the industry's most durable line of 2, 3 and 4 cubic yard plastic Front End Load (FEL) Containers. The containers resist corrosion, are easier to move, and are quieter than traditional steel FELs. We also offer specially designed 2 and 3 cubic yard plastic FELs for Organics. These specially engineered containers meet ANSI Standards with double the normal FEL load rating to handle very dense food waste.

Toter is constantly innovating new containers and carts. Our 48 gallon cart is in its 15th year of service while competitors ask municipalities to "make do" with improperly sized 32/35 and 64 gallon carts. Toter's new 16 gallon cart supports special "Pay As You Throw" policies on the West Coast that use smaller garbage carts to encourage more recycling. Toter's 2 Gallon Kitchen Collector and 13 Gallon Organics Cart support source separated Organics service where automated collection is not offered.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

Toter staff and sales force is most eager to continue this contract. All 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 our Wastequip corporate management). 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 (January 31, 2018), and awaiting the result of this proposal process. The Sales Team is already extensively trained and experienced 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 third award. Each 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 knowing the Agencies that have already accepted and used the Master Agreement from other National IPA Suppliers – helpful insight/substantiation for persuading Participating Agencies to use Toter's Master Agreement.

Toter Field Sales Managers are routinely in communication with their respective National IPA Representatives. 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 are required to meet face to face with their National IPA Representative on a quarterly basis, and make contact by phone each month.

Toter sales management and Wastequip Marketing conduct monthly calls with National IPA staff to review sales, the Toter sales pipeline, and marketing plans by both National IPA and Wastequip.

We have attached examples of marketing endeavors, coordinated with National IPA's Marketing Team.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications within first 10 days
 - ii. Announcement, contract details and contact information published on the company website within first 30 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Toter is able to meet or exceed the timeline provided above, and an award to Toter would be a seamless and immediate transition, as a continuation of our two previous contracts. Beginning within the month following award to Toter, we would utilize this award as a unique opportunity to further market the new Master Agreement to our current customer base, announcing the award, educating our customers, and highlighting benefits for the customer in an email blast (or several blasts

over time). Updated trade publications can be easily transitioned with the new Master Agreement information, as well as co-branded materials, probably well prior to the first 90 days of the contract. Wastequip marketing will coordinate promotional efforts with National IPA marketing.

- iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)
- viii. Dedicated National IPA internet web-based homepage with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's online registration page;
 - A dedicated toll free number and email address for National IPA

We look forward to continuing our full participation in these important trade shows, conferences, meetings, forums, and any events that we may possibly link with National IPA to grow the Participating Agency base for both Toter and National IPA. Toter understands, first hand from our current contract, the importance of continuing a national and regional advertising in trade publications, and the ever-growing opportunities gained through electronic/internet web-based presence. We are committed to actively marketing and promoting the Master Agreement throughout its term.

- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As we have done throughout our previous two contracts 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. Important municipalities involving Dayton, OH and Denver, CO were transitioned from their own bid contracts to National IPA.

Toter chose to not pursue other recently awarded purchasing cooperative contracts including US Communities and PCA out of commitment to National IPA. We would also SUPPORT any efforts by National IPA to sign up state agencies (Toter holds contracts with these entities) such as Pennsylvania COSTARS and Commonwealth of Kentucky to use National IPA. Finally, we use

H-GAC, Texas SmartBuy and NJPA out of established customer preference and when customers will not join National IPA.

Toter is most proud of our over 380 National IPA Participating Agencies, cultivated between the start of our first contract in January of 2008 and through June, 2017. We are pleased to still be adding Participating Agencies, and hope to have the opportunity to continue to grow. Below please find a listing of 10 National IPA Participating Agencies for that same period of January, 2008 through June, 2017:

Participating Agency	Sales (millions)	Contact	Address/Email/Phone
San Antonio, TX	\$23.0	David McCary	4410 W. Piedras Drive San Antonio, TX 78228-1207 David.mccary@sanantonio.gov 210-207-6471
Washington, DC	\$10.0	Kevin Bryant	2750 S. Capitol Street Washington, District of Columbia 20032 Kevin.bryant@dc.gov 202-645-4301
Dayton, OH	\$5.0	Fred Stovall	1010 Ottawa Street, Building 14 Dayton, OH 45402-1317 Frederick.stovall@dayton.ohio.gov 937-333-4073
Prince George's County, MD	\$8.0	Joseph Gill	9200 Basil Court, Suite 300 Largo, MD 20774 jpgill@co.pg.md.us 301-883-6400
Houston, TX	\$6.66	Harry Hayes	5617 Neches Street Houston, TX 77026-2144 gary.readore@cityofhouston.net 713-837-9137
Tucson, AZ	\$3.39	Pat Tapia	4004 S. Park Avenue Tucson, AZ 85814-1647 pat.tapia@tucsonaz.gov 520-791-3175
Albuquerque, NM	\$2.02	Angel Urrutia	4600 Edith Blvd, NE Albuquerque, NM 87107-4043 aurrutia@cabq.gov 505-238-4880
Taylor, MI	\$1.96	Cindy Bower	25605 Northline Road Taylor, MI 48180 cbower@ci.taylor.mi.us 734-374-1372
Winston-Salem, NC	\$1.50	Johnnie Taylor	PO Box 2511 Winston Salem, NC 27102-2511 johnniet@cityofws.org 336-727-8000

Torrance, CA	\$1.16	Matt Knapp	3031 Torrance Blvd Torrance, CA 90503 mknapp@torranceca.gov 310-781-6900
---------------------	---------------	-------------------	---

- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.

Toter agrees to provide any such Toter company/corporate logos, and Toter provides permission for reproduction of such Toter logo(s) in marketing communications and promotions.

- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract

Toter agrees to continue our proactive direct sales requirement, using the National IPA logo, and promoting the contract in sales initiatives that will include, at minimum, the points listed above in Items i through iv.

- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts

Toter agrees to continue to ensure that our national sales force has the absolute latest information concerning this Master Agreement, including, at minimum, the points listed above in Items i through iv.

- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts

Marketing will continue to be overseen by our Wastequip Marketing Department, headed by Amy Wright, Vice President of Marketing for Wastequip (awright@wastequip.com). Specifically, Nina Rose, MA, Marketing Supervisor, will continue to be specifically assigned to our Toter division as main marketing contact for this contract (nrose@wastequip.com). Amy and Nina are located at Wastequip's Charlotte, NC Headquarters.

Sales – Jim Pickett - Vice President, Sales)

Sales Support – Laura Hubbard – Director, Customer Relations

Financial Reporting and Contracts Management - Kellie Clark, Sr. Bids/Contracts Manager

- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Toter employs 10 Field Sales Representatives completing total coverage of the United States and Canada. Toter's Vice President, Sales Administration, Derrick Masimer, manages the day to day efforts of all Field sales Representatives. Additionally, our Vice President, Sales, Jim Pickett, manages all opportunities of 10,000 carts or more and has 29 years of experience with municipal sales and cart rollouts.

Salesforce.com is our well developed and proven Customer Relations Management Software used to track and manage all National IPA opportunities.

- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

Toter will continue to team with National IPA as needed to work with Public Entities in situations of difficult situations, such as Procurement/Purchasing Department hesitancy toward the contract. Toter will also continue to help building relationships with current Participating Agencies, and grow business relationships by introducing National IPA Sales to our existing customers and Participating Agencies.

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.

- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

Toter will continue to use our best resources of time and personnel to accomplish these requirements. Our Field Sales Team is eager to be awarded this contract again. Daily, Field Sales Team members express an excitement for the possibility of a seamless, but increased activity with regarding to fulfilling and promoting this Master Agreement. Our commitment to this effort is extensively described within various other sections of this Proposal.

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Toter's annual sales for 2014 was \$143 million, 2015 was \$144 million, and 2016 was \$149 million.

<u>CUSTOMER</u>	<u>2011 Sales (millions)</u>	<u>Phone</u>	<u>Contact</u>
City of San Antonio, TX	\$23.0	210-207-6471	David McCray
City of Fort Wayne, IN	\$2.7	206-427-2474	Matt Gratz
City of Dallas, TX	\$2.3	214-671-9422	Jerry Perry
City of Taylor, MI	\$1.9	734-374-8751	Cindy Bower
City of Tucson, AZ	\$1.0	520-791-3175	Pat Tapia
City of Kannapolis, NC	\$0.9	704-920-4300	Wilmer Melton
City of Houston, TX	\$6.7	713-837-9137	Harry Hayes
Prince George's Co., MD	\$8.0	301-883-6400	Joseph Gill

- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Toter is capable of accepting orders via fax, email, EDI, and other ecommerce methods (Arriba.com). Orders are entered, then acknowledged with confirmations sent to customers via email, or as necessary, by fax or mail. Following confirmation from the customer, orders are released in the system to manufacturing.

Orders are manufactured/produced by system releases, then shipments are sent to the desired location. Bill of Ladings are system created and sent with each shipment. For customers using EDI, the Advanced Ship Notice is system generated.

Shipments are invoiced based on a trigger from the system when the Bill of Lading is created. These invoices are system created the following business day and sent via mail, email, or EDI Invoicing.

Of special note, Toter uses a Document Imaging System to capture all important documents associated with all facets of the order to cash process. This gives us the capability to quickly locate any document for review or exchange with the customer.

- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

\$_**_.00 in year one
 \$_**_.00 in year two
 \$_**_.00 in year three

** Due to the fluctuations in municipal projects, we are unable to guarantee any specific amount for each year. However, our last three years' sales under this contract have averaged over \$25.5M.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation that is for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).

- ii. If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement.
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

Toter has encountered all of the scenarios listed in subparagraphs i – iv of paragraph N during our first decade promoting National IPA. Our strategy is to lead with National IPA as a sole award, competitively bid contract that satisfies a local government's bid requirement. As the leading manufacturer of high quality carts for municipal governments (rather than less durable injection molded carts for haulers whose number one specification is "cheap"), Toter is obviously more successful when prospects leverage the Tucson RFP using National IPA.

The reality of prospects who either choose to issue their own bids or are required to by ordinance or policy, is that they have rejected our National IPA path to purchasing the industry's best carts. We have found that, rather than promoting National IPA inside a City's own bid, we have a higher chance of winning by encouraging the City to reject all bids and revisit buying off National IPA. Granted, this is not a high probability outcome but it has proven to be more successful than submitting National IPA pricing within the confines of a bid in which a cheap, low quality injection cart will be bid at a lower price.



EVR™ CARTS PRICE LIST

City of Tucson/National IPA Contract 120576

RFP #171717 - Proposal Pricing

MODEL	DESCRIPTION	TL QTY	UNIT PRICING			
			TL	300-TL	200-299	100-199

EVR II Universal/Nestable Organics Carts

79321	21 Gallon EVR II Universal Organics Cart	950	\$33.80	\$34.80	\$35.80	\$36.80
79332	32 Gallon EVR II Universal/Nestable Organics Cart	945	\$36.54	\$37.54	\$38.54	\$39.54
79348	48 Gallon EVR II Universal/Nestable Organics Cart	912	\$39.62	\$40.62	\$41.62	\$42.62

EVR II Universal/Nestable Carts

79216	16 Gallon EVR II Universal Cart	496	\$42.50	\$43.50	\$44.50	\$45.50
79221	21 Gallon EVR II Universal Cart	950	\$30.80	\$31.80	\$32.80	\$33.80
79224	24 Gallon EVR II Universal Cart	950	\$30.95	\$31.95	\$32.95	\$33.95
79232	32 Gallon EVR II Universal/Nestable Cart	945	\$33.54	\$34.54	\$35.54	\$36.54
79235		950	\$35.50	\$36.50	\$37.50	\$38.50
79248	48 Gallon EVR II Universal/Nestable Cart	912	\$36.62	\$37.62	\$38.62	\$39.62
79264	64 Gallon EVR II Universal/Nestable Cart	864	\$37.05	\$38.05	\$39.05	\$40.05
79296	96 Gallon EVR II Universal/Nestable Cart	624	\$43.53	\$44.53	\$45.53	\$46.53

EVR Universal Carts

76532	32 Gallon EVR Universal Cart	1404	\$33.60	\$34.60	\$35.60	\$36.60
76535	35 Gallon EVR Universal Cart	1404	\$33.95	\$34.95	\$35.95	\$36.95
76564	64 Gallon EVR Universal Cart	648	\$37.25	\$38.25	\$39.25	\$40.25
76596	96 Gallon EVR Universal Cart	636	\$43.95	\$44.95	\$45.95	\$46.95

EVR Automated Carts

52532	32 Gallon EVR Automated Cart	1404	\$33.10	\$34.10	\$35.10	\$36.10
52535	35 Gallon EVR Automated Cart	1404	\$33.45	\$34.45	\$35.45	\$36.45
57564	64 Gallon EVR Automated Cart	648	\$36.75	\$37.75	\$38.75	\$39.75
57596	96 Gallon EVR Automated Cart	636	\$43.45	\$44.45	\$45.45	\$46.45

EVR Yardwaste Carts

76864	64 Gallon EVR Yardwaste Cart with Vents and Grid	648	\$51.00	\$52.00	\$53.00	\$54.00
76864	64 Gallon EVR Yardwaste Cart with Vents Only	648	\$39.70	\$40.70	\$41.70	\$42.70
76896	96 Gallon EVR Yardwaste Cart with Vents and Grid	528	\$60.30	\$61.30	\$62.30	\$63.30
76896	96 Gallon EVR Yardwaste Cart with Vents Only	636	\$46.65	\$47.65	\$48.65	\$49.65

EVR Co-Collection Carts

77564	64 Gallon EVR Co-Collection Cart	360	\$71.75	\$72.75	\$73.75	\$74.75
77596	96 Gallon EVR Co-Collection Cart	336	\$82.00	\$83.00	\$84.00	\$85.00

EVR II Bear Tough Carts

79864	64 Gallon EVR II Universal Bear Tough Cart	188	\$171.50	\$171.50	\$173.00	\$174.50
79896	96 Gallon EVR II Universal Bear Tough Cart	180	\$186.25	\$186.25	\$187.75	\$189.25

ADDITIONAL INFORMATION

- * Above unit prices do not include freight charges. Please contact your Toter Customer Satisfaction Department at (800) 424-0422 for a freight quote.
- * Pricing includes the following standard solid colors - (#940) Green, (#705) Blue, (#125) Gray, (#270) Brown, (#200) Black. Also available are upscale Granite colors (for upcharge): (#968) Greenstone Granite, (#929) Toter Green Granite, (#760) Navy Blue Granite, (#709) Bluestone Granite, (#149) Dark Gray Granite, (#129) Graystone Granite, (#279) Browstone Granite, (#249) Sandstone Granite, (#209) Blackstone Granite.
- * Toter's minimum quantity requirement is of 100 carts per model/size, color, markings and features.
- * Prices do not include state and local taxes.
- * Payment terms are Net 30 days after shipment pending credit approval.
- * Delivery is subject to quantity and availability at the time of order entry.



EVR™ CARTS - OPTIONS PRICE LIST
City of Tucson/National IPA Contract 120576
RFP #171717 - Proposal Pricing

OPTION DESCRIPTION	OFFERED PRICE
Standard Solid Colors: (#940) Green, (#705) Blue, (#125) Gray, (#270 Brown), (#200) Black.	No Charge!
Standard Granite Colors: Upscale Granite Bodies with (#200) Black Lids. Available Colors are (#968) Greenstone Granite, (#929) Toter Green Granite, (#760) Navy Blue Granite, (#709) Bluestone Granite, (#149) Dark Gray Granite, (#129) Graystone Granite, (#279) Browstone Granite, (#249) Sandstone Granite, (#209) Blackstone Granite.	\$1.00
Non-Standard Colors: Additional non-standard colors are available and can be quoted as required. Toter's non-standard colors are: (145) Midnight Gray, (240) Tan, (390) Yellow, (715) Hawaiian Blue, (718) Waste Blue, (760) Navy Blue, (925) Waste Green, (930) Dark Green. Minimum quantity of 500 units required for non-standard colors. Pricing varies depending on color and quantity.	Contact Toter for Pricing
Specialty and Custom Colors: Specialty and Custom Colors are available and can be quoted as required. Minimum quantity of 500 required for specialty or custom colors. Pricing varies depending on color and quantity.	Contact Toter for Pricing
Color Change Fee for Specialty and Custom Colors - Bodies: Fee per order for any Specialty or Custom Body Colors.	\$300.00
Color Change Fee for Specialty and Custom Colors - Lids: Fee per order for any Specialty or Custom Lid Colors.	\$2,500.00
Snap-On Sunburst Wheels: 10" x 1.75" (nominal) with knobby treads and made from high density polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained by means of a center aligned axle journal claw which snaps into a groove that is a full weight bearing surface.	\$0.50
Quiet Cap Wheels: 10" x 1.75" (nominal) - high density polyethylene injection hub with a rubber "Quiet Cap" tread. The quiet cap deadens noise and provides improved slip resistance on smooth services. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with galvanized steel drive on pal nuts.	\$2.52
Quiet Cap Snap-On Wheels: 10" x 1.75" (nominal) - high density polyethylene hub with a rubber "Quiet Cap" tread. The quiet cap deadens noise and provides improved slip resistance on smooth services. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained by means of a zinc plated steel pin with stainless steel spring which snaps onto a retaining ring on the axle.	\$3.69
Cotter Pin and Washer Wheel Attachment: Wheels retained with galvanized washers and galvanized 1/8" cotter pins.	\$0.70
Aluminum Drive Rivet for EVR I Stop Bar:	\$0.20
110 Degree Lid Stop:	\$1.50
Lid Insert: User name imprinted in raised letters on front of lid.	\$0.25
Lid Hot Stamp: User name hot stamped on front or center of lid. Price is per hot stamp.	\$0.25

Body Hot Stamp: User name hot stamped in white on side of container body. Container can be hot stamped on both sides. Price is per hot stamp.	\$0.25
OPTION DESCRIPTION	OFFERED PRICE
Die Charge: One time die charge on new graphics for Lid Inserts, Lid Hot Stamps, and Body Hot Stamps.	\$300.00
Mold-In Lid Graphics: 1-4 Colors. Minimum Order - 500 units. Price per graphic will vary depending on graphic detail, size, number of colors used, and quantity ordered. Contact Toter's Sales Service Department at (800) 424-0422 for a quote.	Contact Toter for Pricing
Mold-In Lid Graphic Die Charge: One time charge per graphic.	\$500.00
Bar Code/Serial Number Label: Minimum Order - 500 units. Consecutively numbered bar code labels affixed to the cart as an in-mold graphic, typically near the serial number on the front of the cart body. Pricing varies depending on specific requirements and quantity ordered.	Contact Toter for Pricing
Bar Code Set Up Fee: One time charge per bar code.	\$185.00
Ultra High Frequency (UHF) RFID Tag: Passive (No Battery), Read Only. Factory installed and embedded in handle of cart body.	\$0.75
Lids Assembled: Carts shipped lids factory installed. Only available for Models 79232, 79235, 79248, 79264, and 79296.	NO CHARGE
Wheels Assembled: Carts shipped with wheels or lids factory installed. Only available for Models 79232, 79248, 79264, and 79296.	\$0.75
Ready-to-Roll (Fully Assembled): Carts shipped completely assembled from factory. Only available for Models 79232, 79248, 79264, 79296.	\$1.50
Offloading (Unloading) Only: Carts unloaded by Toter. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. Minimum Quantity - 3,000.	\$0.90
Unloading and Cart Assembly: Unloading and cart assembly at customer's site. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. Minimum quantity of 3,000 units	\$3.15 for EVR II Carts \$3.40 for EVR I Carts
A&D: Assembly and Distribution (Dense): Cart assembly and distribution based on dense urban area in which each residence receives a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$3.70 for EVR II Carts \$3.95 for EVR I Carts

OPTION DESCRIPTION	OFFERED PRICE
A&D: Assembly and Distribution (Rural). Cart assembly and distribution based on dense rural area in which each residence receives a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$5.35 for EVR II Carts \$5.60 for EVR I Carts
A&D: Assembly and Distribution (Subscription - 25%). Cart assembly and distribution based on dense urban area in which 25% of residences will receive a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$4.80 for EVR II Carts \$5.05 for EVR I Carts
A&D: Assembly and Distribution (Subscription - 50%). Cart assembly and distribution based on dense urban area in which 50% of residences will receive a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$4.50 for EVR II Carts \$4.75 for EVR I Carts
A&D: Assembly and Distribution (Subscription - 75%). Cart assembly and distribution based on dense urban area in which 75% of residences will receive a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$4.30 for EVR II Carts \$4.55 for EVR I Carts
Route-by-Route Distribution (Dense): Cart distribution based on dense urban area in which each residence receives a cart. Distribution will be on a route-by-route basis based on customer provided list. A suitable work area (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift, if available to unload trailer. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$2.05 for EVR II Carts \$2.30 for EVR I Carts

OPTION DESCRIPTION	OFFERED PRICE
Route-by-Route Distribution (Rural): Cart distribution based on dense rural area in which each residence receives a cart. Distribution will be on a route-by-route basis based on customer provided list. A suitable work area (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift, if available to unload trailer. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$3.70 for EVR II Carts \$3.95 for EVR I Carts
Route-by-Route Distribution (Subscription - 25%): Cart distribution based on dense urban area in which 25% of residences will receive a cart. Distribution will be on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift, if available to unload trailer. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$3.15 for EVR II Carts \$3.40 for EVR I Carts
Route-by-Route Distribution (Subscription - 50%): Cart distribution based on dense urban area in which 50% of residences will receive a cart. Distribution will be on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift, if available to unload trailer. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$2.85 for EVR II Carts \$3.10 for EVR I Carts
Route-by-Route Distribution (Subscription - 75%): Cart distribution based on dense urban area in which 75% of residences will receive a cart. Distribution will be on a route-by-route basis based on customer provided list. A suitable work area (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift, if available to unload trailer. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)	\$2.55 for EVR II Carts \$2.80 for EVR I Carts
Recording Serial Numbers: Serial numbers will be electronically recorded using a tablet during distribution to address database provided by the customer. Address database must be in an electronic format (Excel or CSV) and provided at least 10 business days prior to cart distribution. Toter will provide an Excel file of serial numbers coordinated with distribution addresses within 2-3 weeks after distribution services have ended. All reporting is determined by the accuracy of the Customer's electronic address database.	\$0.60
Scan RFID Tags: Data collection and asset management system utilizing RFID technology and provides everything from scanning the RFID cart tag to the reporting software of the data. All reporting contains each cart's serial number and RFID tag associated with the customers address. Customer must provide an address database in an electronic format (Excel of CSV) at least 10 business days prior to cart distribution. All reporting is determined by the accuracy of the Customer's electronic address database.	\$0.60
Apply Adhesive Label on Lid: Customer provided adhesive label will be applied to cart lid during route-by-route distribution.	\$1.20
A&D Service Fee: For projects below 3,000	\$10,600.00

OPTION DESCRIPTION	OFFERED PRICE
Old Cart/Bin Retrieval: Old carts or bins will be picked up on set out day and delivered to customer provided drop off area. Pricing only includes one pass per home/route and does not include tear down or disassembly of carts. Customer will be billed the actual number of carts retrieved or a minimum of 85% of total carts, whichever is greater.	\$6.20
Old Cart Retrieval and Disassembly: Old carts will be picked up on set out day, delivered to customer provided drop off area, disassembled, and loaded on trailers (provided by the customer). Pricing only includes one pass per home/route. Customer will be billed the actual number of carts retrieved or a minimum of 85% of total carts, whichever is greater.	\$8.50
Model VRI20: 20 Gallon Insert (Models 52532 and 76532 Only); Black	\$17.85
Model VRI10: 10 Gallon Insert (Model 79224 Only); Black	\$16.40
Additional Resin Weight in Cart: (Price Per Additional Pound)	\$1.20
Document Slot: 12" x 1" slot for documents cut in lid for easy deposit of paper/documents without opening lid. Ends of slot are radiused.	\$3.00
Can Collar: Can collar is 4½" diameter flexible rubber opening, securely mounted to the cart lid with a stainless steel mounting ring and stainless steel rivets. Designed for easy push through of beverage cans with raising lid.	\$10.60
Rubber Strap Latch 5": Attached to the lid, this latch hooks into the saddle to secure the lid in extreme winds and animal intrusions. For use with Models 76532 and 76564.	\$6.00
Rubber Strap Latch 9": Attached to the lid, this latch hooks into the saddle to secure the lid in extreme winds and animal intrusions. For use with Models 76596, 79296, and 76596.	\$6.50
Duralatch (Modified Plastic Snap Latch): Attached to the lid to secure lid. For use with Models 79296, 79264, 79248, 79232, 79235, and 79224 (with Gen 2 lids only) in semi-automated and automated collection.	\$3.00
Economy Lock: Only fits Models 79296, 79264, 79248, 79232, and 76532 (with Gen 1 lids only). Lid is secured in the closed position by a high strength steel locking hasp. The hasp is permanently mounted on the cart and lid using steel rivets and washers. The hasp accepts standard, off the shelf padlocks.	\$12.65
Gravity Latch: Automatic release latch mechanism that allows cart lid to open when cart is tipped into dump position by the truck lift. Latch may also be triggered to open by the end user. Optional version is a key lock, best used in semi-automated collection. For use on Models 79296, 79264, 79248, and 79232. Will require additional lead time.	\$32.80
Spare Parts: 1% Spare Parts (Lids, Wheels, Stop Bars, and fasteners) shipped with each order.	\$0.20
ADDITIONAL INFORMATION	
<p>* Above unit prices do not include freight charges. Please contact Toter's Customer Satisfaction Department at (800) 424-0422 for a freight quote.</p> <p>* Toter's minimum quantity requirement is of 100 carts per model/size, color, markings and features.</p> <p>* Prices do not include state and local taxes.</p> <p>* Payment terms are Net 30 days after shipment pending credit approval.</p> <p>* Delivery is subject to quantity and availability at the time of order entry.</p>	



TOTER ORGANICS BINS PRICE LIST
City of Tucson/National IPA Contract 120576
RFP #171717 - Proposal Pricing

Specialty Organics Bins

Part No.	Quantity	Unit Price
2 Gallon Kitchen Bin Model 2062-LS-G100	396 - 999	\$ 2.75
	1,000 - 4,999	\$ 2.70
	5,000 - 9,999	\$ 2.55
	10,000+	\$ 2.45
13 Gallon Curbside Food Waste Bin (Animal Latch Included) Model 2613-SL-GS00	78 - 999	\$ 17.05
	1,000 - 4,999	\$ 15.95
	5,000 - 9,999	\$ 14.80
	10,000+	Contact Toter for Pricing

Organics Specialty 2 Gallon Kitchen Bins Options

Description	Unit Price
Standard Solid Colors: Beige with White or Green lid.	No Charge
Custom Colors: Minimum Order of 1,188 Bins (3 pallets) for custom colors.	\$ 0.15
Solid or Vented Lid: Customer choice. No additional charge.	No Charge
Lid or Body Hot Stamp: Custom hot stamp applied to body or lid. Price is per hot stamp.	0.15
Die Charge: One time die charge on new graphics for each hot stamp.	\$ 165.00

Organics Specialty 13 Gallon Curbside Foodwaste Bins Options

Description	Unit Price
Standard Solid Colors: Green Body. Latch colors: Yellow, Black, Orange or Red.	No Charge
Custom Colors: Minimum Order of 1,000 Bins for custom colors.	\$ 0.30
Lid or Body Hot Stamp: Custom hot stamp applied to body or lid. Price is per hot stamp.	\$ 0.30
Die Charge: One time die charge on new graphics for each hot stamp.	\$ 215.00

Additional Information

* Above unit prices do not include freight charges.
* Prices do not include state and local taxes.
* Payment terms are Net 30 days after shipment pending credit approval.
* Delivery is subject to quantity and availability at the time of order entry



EVR™ II UNIVERSAL/NESTABLE
City of Tucson/National IPA Contract 120576
RFP #171717 - Proposal Pricing

MODEL 79232			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
99732, 96732	32 Gallon Lid	1	\$13.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-08-0200	8" Sunburst Wheel	2	4.32
5379-00-0000	Wheel Spacer - 7/8"	2	0.13
5632-00-ZINC	16" X 5/8" Axle	1	4.46
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5945-20-GALV	Stop Bar	1	1.26
MODEL 79248			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
99748, 96748	48 Gallon Lid	1	\$14.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5643-00-ZINC	17.5" x 5/8" Axle	1	4.21
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5945-20-GALV	Stop Bar	1	1.26
MODEL 79264			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
99764, 94764	64 Gallon Lid	1	\$15.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5679-00-ZINC	18.25" x 5/8" Axle	1	4.39
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5945-20-GALV	Stop Bar	1	1.26

MODEL 79296			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
B99796, B96796	96 Gallon Lid	1	\$16.50
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5647-00-ZINC	22" x 5/8" Axle	1	4.46
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5945-20-GALV	Stop Bar	1	1.26



EVR™ UNIVERSAL PARTS PRICE LIST
City of Tucson/National IPA Contract 120576
RFP #171717 - Proposal Pricing

MODEL 76532 and 76535			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
99732, 96732 / 99735, 96735	32 Gallon Lid / 35 Gallon Lid	1	\$13.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5641-00-ZINC	19-3/4" x 5/8" Axle	1	4.65
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5383-00-0000	Wheel Spacer	2	0.13
5944-20-GALV	Stop Bar - 13.5"	1	2.70
5352-00-0000	Plastic Drive Rivet for Stop Bar	2	0.14
MODEL 76564			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
96764	64 Gallon Lid	1	\$15.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5647-00-ZINC	22" x 5/8" Axle	1	4.82
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5383-00-0000	Wheel Spacer	2	0.13
5944-20-GALV	Stop Bar Kit - 13.5"	1	2.70
5352-00-0000	Plastic Drive Rivet for Stop Bar	2	0.14
MODEL 76596			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
96796, 99796	96 Gallon Lid	1	\$17.35
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5647-00-ZINC	22" x 5/8" Axle	1	4.82
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5383-00-0000	Wheel Spacer	2	0.13
5944-20-GALV	Stop Bar Kit - 13.5"	1	2.70
5352-00-0000	Plastic Drive Rivet for Stop Bar	2	0.14



EVR™ AUTOMATED PARTS PRICE LIST
City of Tucson/National IPA Contract 120576
RFP #171717 - Proposal Pricing

MODEL 52532 and 52535			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
99732, 96732 / 99735, 96735	32 Gallon Lid / 35 Gallon Lid	1	\$13.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5641-00-ZINC	19-3/4" x 5/8" Axle	1	5.18
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5383-00-0000	Wheel Spacer	2	0.13
MODEL 57564			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
96764	64 Gallon Lid	1	\$15.45
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5647-00-ZINC	22" x 5/8" Axle	1	4.82
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5383-00-0000	Wheel Spacer	2	0.13
MODEL 57596			
PART NUMBER	DESCRIPTION	QTY PER CART	UNIT PRICES
96796, 99796	96 Gallon Lid	1	\$17.35
5197-00-0000	Strap Claw Hinge for Lid	2	0.23
5610-00-M522	Torx Fastener for Lid	4	0.04
6250-10-0200	10" Sunburst Wheel	2	4.50
5647-00-ZINC	22" x 5/8" Axle	1	4.82
5215-00-PLTD	Pal Nut Wheel Retainer	2	0.18
5390-00-0000	Wheel Spacer	2	0.13



FRONT LOAD CONTAINER (FEL) PRICE LIST

City of Tucson/National IPA Contract 120576

RFP #171717 - Proposal Pricing

Size	Part Number	Load Rating	Assembled Weight	Truckload Quantity	Small Quantity Pricing			Truckload Pricing
					1 to 10	11 to 20	21 to TL	
2 Yard	FL020	1000 lbs.	236 lbs.	80	\$501.70	\$476.70	\$451.70	\$426.70
3 Yard	FL030	1500 lbs.	286 lbs.	64	\$609.10	\$584.10	\$559.10	\$534.10
4 Yard (no casters)	FL040	2000 lbs.	281 lbs.	30	\$657.50	\$632.50	\$607.50	\$582.50
4 Yard (with casters)	FL040	2000 lbs.	320 lbs.	30	\$741.25	\$716.25	\$691.25	\$666.25
3 Yard Organics	FL53A*	3000 lbs.	400 lbs.	39	\$872.55	\$847.55	\$822.55	\$797.55

Standard Colors - 960 Forest Green, 940 Green, 705 Blue, 125 Gray, 145 Midnight Gray, 270 Brown for Bodies. All Lids and Fork Pockets are Black.

Casters come standard on 2 and 3 yard models and optional on 4 yard model.

* FL53A - 3 Yard Organic standard model includes solid lid with trap door, manual lock, plastic fork pockets, and steel runners. See options below for pricing for steel fork pockets.

Options	Unit Price
*Factory Assembly	\$25.00
Drain Plug	\$18.20
Caster Pads Only (but no casters) for 2 & 3 Yard	-\$30.30
No Casters or Caster Pads for 2 & 3 Yard	-\$50.50
4 Swivel Casters for 2 Yard & 3 Yard (replaces standard 2 Rigid & 2 Swivel Casters)	\$5.45
Caster Assembly for 4 Yard (add to 4 yard/no caster pricing)	\$81.80
Caster Pads Only for 4 Yard (add to 4 yard/no caster pricing)	\$27.30
4 Swivel Casters for 4 Yard (replaces standard 2 Rigid & 2 Swivel Casters)	\$10.90
Automatic Lid Lock for Field Installation by Customer	\$94.05
Automatic Lid Lock - Factory Installed	\$103.95
Manual Lid Lock for Field Installation by Customer	\$64.35
Manual Lid Lock - Factory Installed	\$74.25
2 Yard Lid Assembly (pricing includes both lids, hinge rod and washers)	\$60.90
3 Yard Lid Assembly (pricing includes both lids, hinge rod and washers)	\$63.65
4 Yard Lid Assembly (pricing includes both lids, hinge rod and washers)	\$68.20

Additional Information
* Above unit prices do not include freight charges. Please contact Toter's Customer Satisfaction Department at (800) 424-0422 for a freight quote.
* Prices do not include state and local taxes.
* Payment terms are Net 30 days after shipment pending credit approval.
* Delivery is subject to quantity and availability at the time of order entry. Please call for current leadtime.



RFID CART MANAGEMENT SYSTEMS
City of Tucson/National IPA Contract 120576
RFP #171717 - Proposal Pricing

Some municipalities and counties desire RFID based data collection on cart activity ranging from cart deliveries to addresses up to on-route cart collections by garbage or recycling trucks. These RFID systems are often purchased directly from vehicle software providers. However, some Participating Agencies prefer to purchase these systems along with Toter carts. Toter offers the following levels of systems that will be priced upon request based upon the buyer's detailed requirements and the state of the art available technology at the time of the request.

Level 1		
	Handheld UHF RFID Scanner for recording delivery data during cart roll outs. Includes software and real-time data access via web portal.	Call Toter for Pricing
Level 2		
	Handheld UHF RFID Scanner for Asset Tracking, Inventory Control and Work Order Management. Includes software and real-time data access via web portal.	Call Toter for Pricing
Level 3		
	Vehicle Mounted, UHF RFID Scanning System for service verification on collection routes. Includes hardware and system software that provides real-time data access to web portal. Compatible with Levels 1 and 2 above.	Call Toter for Pricing
Level 4		
	Vehicle Mounted, fully integrated service verification/vehicle route management system. Includes hardware and software that provides real-time data access to web portal. Compatible with Levels 1 and 2 above and may replace Level 3 with more advanced capabilities.	Call Toter for Pricing
On-Site Installation and Training		
	System installation, start-up and on-site staff training commensurate with the level(s) of equipment purchased, number of systems purchased, and number of staff members to be trained.	Call Toter for Pricing
Monthly System Support		
	Fee for ongoing access/use of web portal, remote system support, and covered system upgrades.	Call Toter for Pricing



FULL SERVICE CART MAINTENANCE

City of Tucson/National IPA Contract 120576

RFP #171717 - Proposal Pricing

This service is intended to ensure that all City-owned Toter Carts remain in complete working order and that the City can accurately budget its annual cart program cost.

1. Toter must provide field repair or replacement of all City-owned Toter Carts requiring maintenance service and deliver new carts to new residences within five (5) business days of receiving an electronic written work order from the City.
2. Toter is responsible for all repair or replacement cost, regardless of the cause of the maintenance problem (except fire, loss, theft or vandalism), including the cost of parts and City approved replacement carts.
3. Should the City choose to allow a resident to request "swap" of the cart size at his residence, Toter will retrieve the old cart and deliver a new or approved used cart provided by the City. The cost for each cart swap will be billed to the City at the end of each month.
4. Toter will base its maintenance decisions on the following: 1) specifically excluded items under Toter's Limited Warranty; 2) expired warranty; or 3) fire/ vandalism/ lost/ stolen. Maintenance will be provided to the City using City provided parts/carts. Toter's decisions as they relate to maintenance regarding these items shall be final.
5. The City and Toter will coordinate the submittal of periodic reports as required by the City to monitor the performance of the service program. The City will, at no cost to Toter, make space available on its yard and one small office space for Toter to operate this service from.
6. The contract shall extend for a period of from 1 to 10 years, at the City's discretion, with the City paying the contractor, in arrears on the first day of each month, a fee for each cart in service. Maintenance service on an additional cart delivered after the first day of a new month will be billed to the City, beginning on the first day of the month following the delivery to a resident. The contract shall be renewable in one year increments by mutual agreement of the City and Toter.

PRICING:

Service price, per cart, per month in service at a City residence.

Service is not available for fewer than 50,000 carts

Quantity Range:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
50,000 to 69,999 carts	\$0.343	\$0.348	\$0.354	\$0.359	\$0.364	\$0.369	\$0.384	\$0.394	\$0.404	\$0.414
70,000 to 84,999 carts	\$0.283	\$0.288	\$0.293	\$0.298	\$0.303	\$0.308	\$0.323	\$0.333	\$0.343	\$0.354
85,000 to 99,999 carts	\$0.222	\$0.227	\$0.232	\$0.237	\$0.242	\$0.247	\$0.263	\$0.273	\$0.283	\$0.293
100,000 to 124,999 carts	\$0.182	\$0.187	\$0.192	\$0.197	\$0.202	\$0.207	\$0.222	\$0.232	\$0.242	\$0.253
125,000 to 149,999 carts	\$0.162	\$0.167	\$0.172	\$0.177	\$0.182	\$0.187	\$0.202	\$0.212	\$0.222	\$0.232
150,000 to 174,999 carts	\$0.162	\$0.167	\$0.172	\$0.177	\$0.182	\$0.187	\$0.202	\$0.212	\$0.222	\$0.232
175,000 to 200,000 carts	\$0.162	\$0.167	\$0.172	\$0.177	\$0.182	\$0.187	\$0.202	\$0.212	\$0.222	\$0.232

OPTIONS:

Price per "swap" (exchange of one cart size for another)	\$13.15 per swap
Cart Washing and Washing of Parts that have been returned to the City-provide maintenance site. City provides wash point including U.S. E.P.A. compliant wastewater drainage.	\$5.05 per cart
Rental of Maintenance Facility - City-provided maintenance facility consisting of a paved, secure lot, with a minimum of 7,500 square feet. Must be accessible to 53 foot tractor trailer. Must have access to a single office at the site (Toter to provide necessary IT equipment; City to provide utilities).	Maximum \$2,000.00 per month



LIFTER PRICE LIST

City of Tucson/National IPA Contract 120576

RFP #171717 - Proposal Pricing

LIFTERS		
MODEL	DESCRIPTION	UNIT PRICES
3063-TL-4H14 3063-TL-4H16	TrimLift - Residential Lifter for Semi-Automated Rear or Side Lift Applications, Slim Profile, Hydraulic Rotary Actuator	\$2,650.00
3065-HL-9H18	HighLift - Residential Lifter for Semi-Automated Rear or Side Lift Applications, Hydraulic Rotary Actuator	\$2,725.00
3069-00-2000	EconoLift - Residential Lifter for Semi-Automated Rear Lift Applications, Hydraulic Cylinder Actuated	\$1,886.00

INSTALLATION KITS	
DESCRIPTION	UNIT PRICES
Rear Load - Single Installation Kit 5471-00-0301 (INSTALLATION KIT -E-Z-PACK) 5471-00-0712 (INSTALLATION KIT PAKMO)	\$1,451.38
Rear Load - Double Installation Kit 5471-00-0302 (INSTALLATION KIT -E-Z-PACK) 5471-00-0714 (INSTALLATION KIT PAKMO)	\$1,767.78
Side Load - Single Installation Kit 5471-00-0715 (Single Side Load)	\$1,705.37
Side Load - Double Installation Kit 5471-00-0716 (Double Side Load)	\$2,203.19

ADDITIONAL INFORMATION
<p>* Above unit prices do not include freight charges. Please contact Toter's Customer Satisfaction Department at (800) 424-0422 for a freight quote.</p> <p>* Installation by Toter is available for an additional charge. Please contact Toter's Customer Satisfaction Department at (800) 424-0422 for a quotation based on specific requirements.</p> <p>* Prices do not include state and local taxes.</p> <p>* Payment terms are Net 30 days after shipment pending credit approval.</p> <p>* Delivery is subject to quantity and availability at the time of order entry. Please call for current leadtime.</p>



Toter, LLC Price Adjustments

Toter proposes to continue to review pricing at 3 month intervals, with plastics products pricing based on the *Plastics News* Index (respected index revealing the market cost of polyethylene resin, the main material used in manufacturing Toter containers).

We request the same 3 month interval for review of 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 proposes the use of the Department of Labor Statistics' Consumer Price Index for the review of Toter services. Lastly, RFID equipment pricing is subject to change based upon fees related to technology changes.

Please see the below table, using hypothetical cart prices and resin index prices, for an example of the quarterly price adjustment calculations.

Example of Price Adjustment Calculations

Cart Models	Resin Weight, in pounds	Revised RFP Price Dec-12	Resin Index Prices, per pound			Cart Price Change	New Cart Price Jun-13
			Dec-12	Jun-13	Change		
79224	17.1	\$30.70				0.26	\$30.96
79248	19.3	\$36.85	0.865	0.880	0.02	0.29	\$37.14
79264	23.2	\$38.45				0.35	\$38.80
79296	30.3	\$44.65				0.45	\$45.10

PLEASE NOTE: Cart prices and resin index prices stated in the above table are hypothetical and for example only.

Formulas:

Cart Price Change = (resin weight per cart x resin price change)

New Cart Price = (current cart price + cart price change)

THE TOTER EFFECT

Why National IPA Buyers Choose Toter

Toter's innovative features and benefits drive record National IPA sales.

Research shows that all National IPA customers (100%) prefer a 12-year body warranty, 90% prefer Nestable Stacked 6 Carts High and Fully Assembled, 53% prefer a Granite Color Body, and 32% prefer Shipped & Ready to Roll (Fully Assembled).

Only Toter can provide this combination of unique features and benefits to customers.



Meet customer needs and drive record sales with the Toter Effect.



WHY...

Participating Agencies Choose 48 Gallon Carts Over 32 or 35 Gallon Carts

- ✓ Bags hang up in 32/35 gallon carts during automated collection. Drivers waste time re-dumping and residents complain if bags are left in the cart.
- ✓ 32/35 gallon carts often fall over when set down by automated trucks. The larger base of the 48 gallon carts increases stability and reduces carts falling over and resident complaints.
- ✓ Residents complain that a 64 gallon cart is too large when used as the “small cart option” and the 32/35 gallon is too small. At ½ the size of the default 96 gallon cart, the 48 gallon is the perfect “small cart option”.
- ✓ Over 120 cities have used 48 gallon carts for 15 years. Toter innovation answered a market demand that other cart manufacturers choose to ignore.

Toter®
BUILT FOR EXTREMES™

How Toter Can Save You Money



DAY ONE

When you receive your Toter carts, they are stackable, nestable and ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load.

Cities and haulers save between \$2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.



YEARS 0-10

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance. With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart, (along with your happier customers!)



YEARS 11-12

Only Toter offers a 12-Year body warranty. Designed to keep working after others fail, they are extremely impact resistant. By having full body protection for 2 additional years (as compared to other brands), you can avoid replacement costs during years 11 and 12. Those savings are \$5 to \$7 per body or \$7 to \$9/cart.



YEARS 13-20

While injection carts claim a 10-year service life, Toter has 40 years of experience that says Toter carts consistently last 15 to 20+ years. Imagine avoiding having to buy a replacement fleet of injection carts after year 10. If one half of your Toter carts were to last 15 years and one half were to last 20 years, the Average Savings on Replacement Cart Purchase and Delivery would be \$38/cart.

ADD IT UP

Delivery savings = \$2 to \$3/cart

Cart Maintenance savings = \$4 to \$5/cart

Total Savings = \$44 to \$46 per cart!

20 YEARS OF SAVINGS



Toter®

Built for Extremes™

Toter®

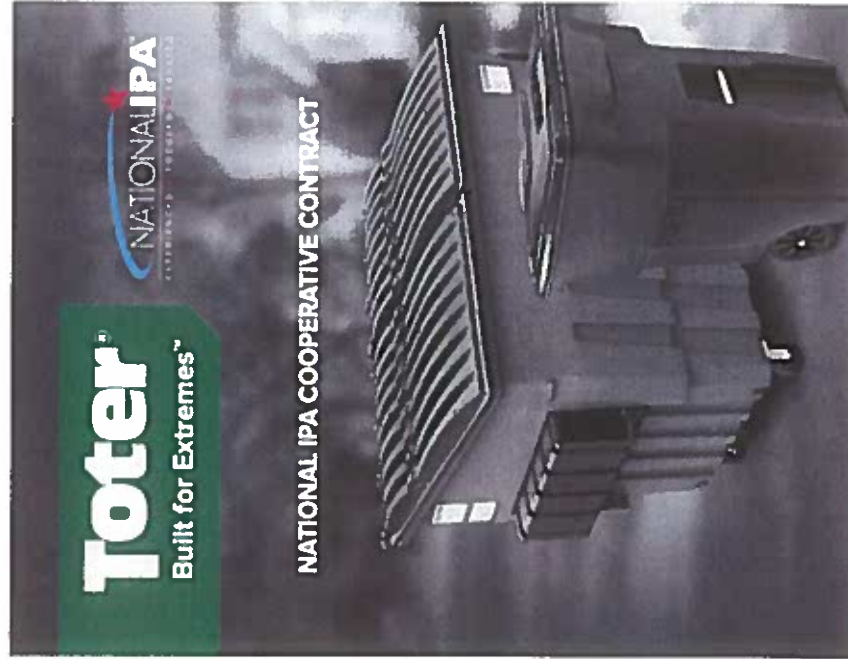
National IPA Marketing Strategy

Toter®

Our marketing strategy is designed to increase revenue, customer acquisition, brand awareness, and customer loyalty for the Toter National IPA contract using a wide range of marketing tactics. These tactics included printed materials, e-blasts, tradeshow designs and collateral, mailers, online content creation, sales tools, advertising, SEO keywords, etc. Each marketing campaign targeted specific geographic regions and customers while capturing data and positive results. In order for our marketing strategy to be effective, we developed benchmarks and constant communication through scheduled meetings and discussions. If awarded a new contract, we will continue to pursue our strategic vision with these marketing goals and work directly with the National IPA to achieve measureable results.

Brochure

The signature Toter National IPA brochure is a comprehensive marketing piece that illustrates the contract and all that it encompasses. Toter printed 125 brochures for the Tampa Summit. Toter has been recognized at several events as a Featured National IPA Supplier. In Indianapolis, Toter was the Featured Supplier for the Regional Cooperative Summit and printed 75 brochures to go in the attendee bags. Toter also handed these brochures out at SWANA/Wastecon and the Kansas City Summit, promoted them digitally on their website, on the National IPA's website along with a print on-demand platform for the Toter sales team.



[illegible]

DATE RECEIVED FROM AGENT: AUGUST 20, 1954

GET A QUOTE



GET A QUOTE

**Designed to keep working
long after others fail.**



That's with every "other" car is backed by a 17 year body warranty, the best in the industry - for your peace of mind

GET A QUOTE



GET A QUOTE

५

Emails

There were two rounds of National IPA emails promoting Toter's 12-year body warranty. The first round of emails was distributed to NY, CA, TX, FL, and MD participants. This e-mail generated 13% opens and 1.8% clicks. This e-mail was distributed to the state and local participating agency list, i.e. anyone who has registered with National IPA in the state and local Governments from the specific state list. The second round went to VA, NC, KS, OK, and WI. Our open rate was 12%.

W!. Our open rate was 12%.

5

Toter

[illegible]

Emails

We sent out a similar email promoting Toter's 12-year body warranty and the National IPA contract a few times last spring. We tracked about \$17,000 in sales back to the email. There were likely additional sales that just weren't tagged back to the campaign. A Toter salesperson said, "I think we are seeing better traction with our 12-Year Body Warranty because of these communications. More prospects are aware of it."

Simplify the process through sales

Is this email not displaying correctly?
View it on your device



The best waste and recycling carts are now backed by an industry-leading 12-year warranty.

Simplify the purchase process through our competitively solicited and publicly awarded National IPA cooperative purchasing contract.



Copyright © 2018. All rights reserved.
Our mailing address is:

Wentworth
6225 Womum Blvd
Suite 300
Charlotte, North Carolina 28211

Manufactured from 100% recycled materials and processes

Toter®

The Bear-Tough
Carts e-mail blast
had pretty good
results: 14% open
rate and 7%
clicks. It was sent
to WA, OR, CA,
ID, MT, CO, UT,
and FL.

Emails



Toter Bear-Tough Carts



Toter's Bear-Tough Carts stand up to the toughest of bears. With a bear-tight lock, double-sealed lid and heavy reinforced rim, they're virtually indestructible and inaccessible to bears and other predators. Featuring a locking mechanism to help prevent bears from picking up the Bear-Tough Cart, it's strong enough to withstand repeated opening and closing.

- Manufactured with strength-steel Advanced Rotational Molding™ for superior durability
- Compatible with "fully-automatic" and semi-automatic waste collection
- Hetsizable when fully assembled for easy delivery

© 2011 Toter Corporation. All rights reserved.

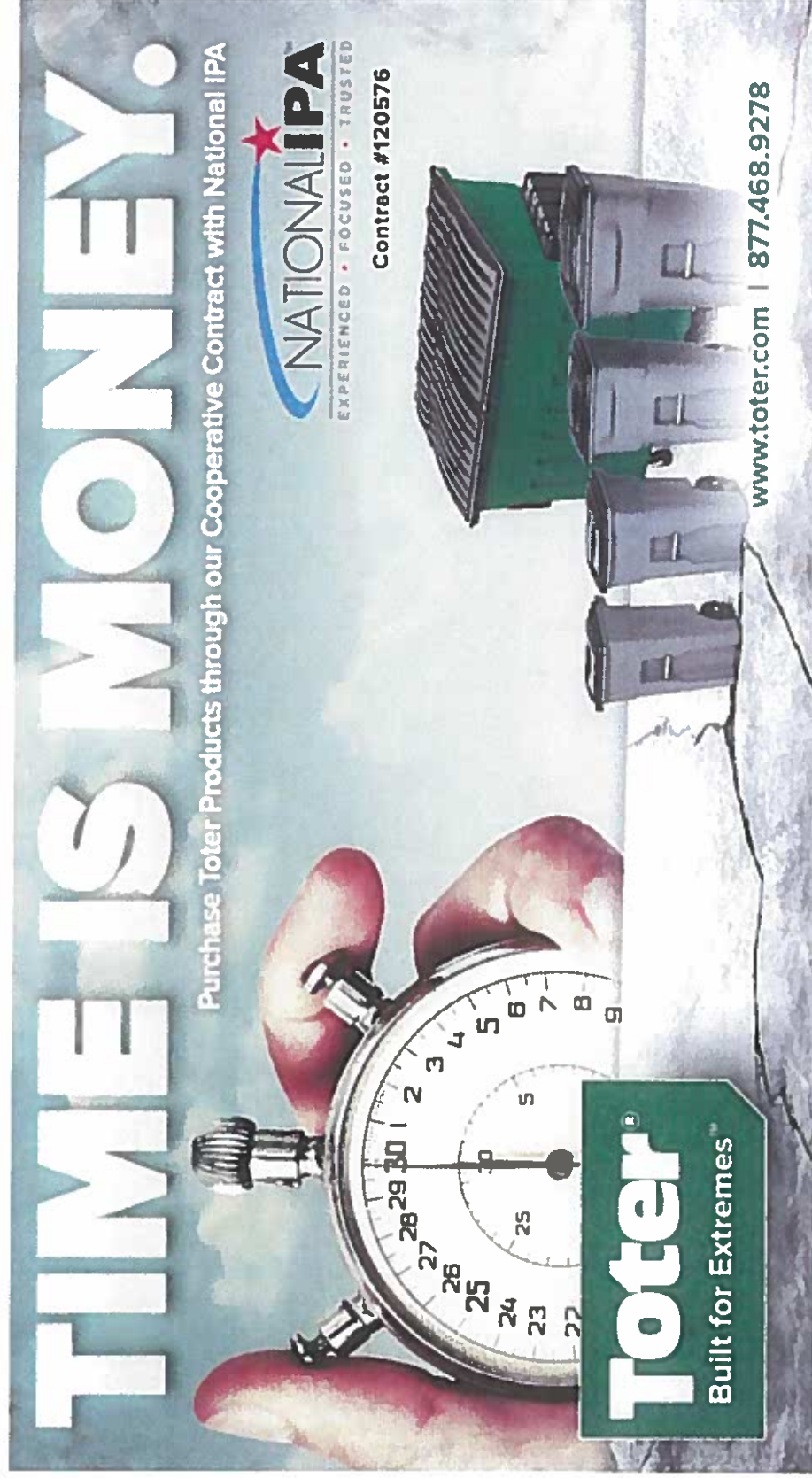
Still not convinced that Toter Bear-Tough Carts are built for extreme toughness? Check out the video demo with a real-life grizzly bear.



Toter®

Mailers

Mailer printed and sent to Florida markets in December 2016.



TIME IS MONEY.

Purchase Toter Products through our Cooperative Contract with National IPA

NATIONAL IPA
EXPERIENCED • FOCUSED • TRUSTED

Contract #120576

Toter
Built for Extremes™

www.toter.com | 877.468.9278

Toter

Sales Tool

THE TOTER EFFECT

Why National IPA Buyers Choose Toter

Toter's innovative features and benefits drive record National IPA sales.

Research shows that all National IPA customers (100%) prefer a 12-year body warranty, 90% prefer Nestable Stacked 6 Carts High and Fully Assembled, 53% prefer a Granite Color Body, and 32% prefer Shipped & Ready to Roll (Fully Assembled).

Only Toter can provide this combination of unique features and benefits to customers.




Sales tool - shows differentiation of cost savings for Toter with record sales with the National IPA contract.

Meet customer needs and drive record sales with the Toter Effect.



Toter®

Web



CONTACT US

Search

News & Events

Facilities

Subsidiaries

Contracting Process

Contacts




VENDOR WEBSITE


Bear-Tough Carts

Toter's Bear-Tough Carts stand up to the toughest of beasts. With a bear-tight lock, double-walled lid and steel reinforced rim, they're virtually indestructible and inaccessible to bears and other predators. Featuring a locking mechanism to help prevent bears from getting inside, the Bear-Tough Cart is strong enough to withstand repeated clawing and chewing.

Want to learn more? Download the flyer below and watch the Toter Bear-Tough cart demo with a real-life Grizzly Bear!



Click to download



Toter Bear-Tough Cart Test

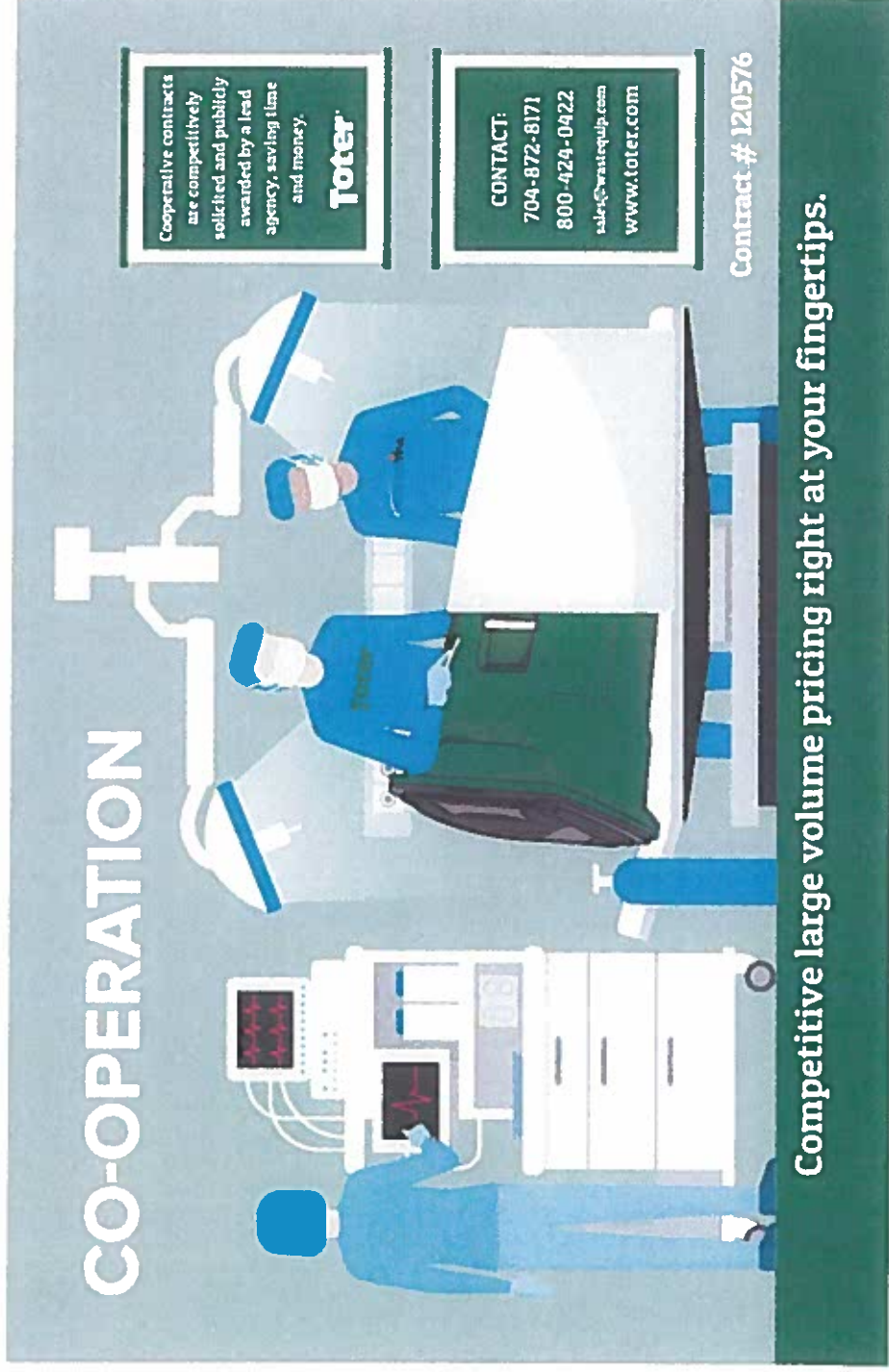
Toter

Built for Extremes™

- Overview
- Contract Documents
- Reduce Containers Contract
- Marketing Materials
- Bear-Tough Carts**
- News & Events
- Sustainability
- Ready to Purchase?

Tradeshows

This tradeshow collateral piece illustrates the "Operation" theme of the 2016 NIGP Annual Forum Products Exhibition and how we cooperate with National IPA. Design for the August 2017 NIGP Annual Forum is set for a sophisticated booth with National IPA's camping theme!



Monthly Meetings



- **12+ meetings a year with National IPA to go over strategy**
- **Discuss results**
- **Offer input for future opportunities**

Advertising

3 vertical islands ran 5 times in Public Works magazine & newsletter during 2016



Yes, we have a 12-year warranty.
No, that's not a misprint.

No company but Toter offers a 12-YEAR WARRANTY on our carts. Which means our carts are more durable, more sustainable and much more economical. So purchase Toter. You'll have at least 12 years to see for yourself.

Toter.
 Built for Extremes.

NATIONAL IPA TOTERSAVES.COM

When was the last time you saw a 12-year warranty for anything?

No company but Toter offers a 12-YEAR WARRANTY on our carts. Which means our carts are more durable, more sustainable and much more economical. So purchase Toter. You'll have at least 12 years to see for yourself.

Toter.
 Built for Extremes.

NATIONAL IPA TOTERSAVES.COM

Your carts don't have a 12-year warranty?
Dump 'em.

No company but Toter offers a 12-YEAR WARRANTY on our carts. Which means our carts are more durable, more sustainable and much more economical. So purchase Toter. You'll have at least 12 years to see for yourself.

Toter.
 Built for Extremes.

NATIONAL IPA TOTERSAVES.COM

Toter®

SEO Keywords

100 Toter Keywords were submitted as SEO tools for NIPA's website in May 2017 to help increase traffic.

Keyword	Toter Keywords	Match type
'trash can with lids'		Phrase
'trash can with lid'		Phrase
'trash can for sale'		Exact
'heavy duty trash can'		Phrase
'wheeled trash can'		Exact
'wheeled trash cans'		Phrase
'trash can for sale'		Phrase
'garbage can'		Phrase
'two-wheeled cart'		Phrase
'two wheeled carts'		Exact
'wheeled trash can'		Phrase
'trash can'		Exact
'outdoor garbage can'		Phrase
'two wheeled carts'		Phrase
'commercial recycling bin'		Phrase
'commercial recycling bin'		Phrase
'curbide collection can'		Exact
'trash can -with -lids'		Broad
'heavy duty trash can'		Exact
'trash can'		Phrase
'trash cans'		Exact
'commercial trash bins'		Phrase
'wheeled garbage can'		Exact
'commercial trash bins'		Exact
'two-wheeled carts'		Exact
'two-wheeled cart'		Exact
'trash can'		Phrase
'trash can for sale'		Phrase
'outdoor trash can'		Phrase
'trash can with wheels'		Phrase
'trash cans with wheels'		Exact
'outdoor trash cans'		Phrase
'trash can with wheels'		Exact
'trash can with lids'		Exact
'trash can for sale'		Phrase
'trash can with wheels'		Phrase
'garbage can'		Phrase
'commercial recycling bins'		Exact
'commercial recycling bin'		Exact
'curbide collection can'		Phrase
'trash can with lid'		Exact
'outdoor trash can'		Exact
'outdoor trash cans'		Exact
'wheeled trash can'		Exact
'commercial trash bin'		Exact
'commercial trash bin'		Phrase
'outdoor garbage can'		Exact
'two-wheeled carts'		Phrase
'curbide collection can'		Phrase
'wheeled garbage can'		Phrase
'garbage can'		Exact
'trash can'		Exact
'two wheeled cart'		Exact
'curbide collection can'		Exact
'heavy duty trash can'		Exact
'heavy duty trash can'		Phrase
'garbage can'		Exact
'wheeled garbage can'		Phrase
'outdoor garbage can'		Exact
'wheeled garbage can'		Exact
'outdoor garbage can'		Phrase
'two wheeled cart'		Phrase



Toter®

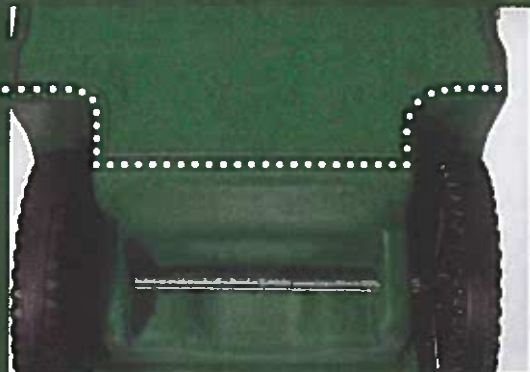
Built for Extremes™

EVRII® CARTS



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim® to extend the life of the cart.

Think Tough.



Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike injection molded carts
- No seams means superior strength
- Tough and durable
- 12-year body warranty
- Fade-resistant



Toter carts are extremely impact-resistant - they flex, but don't break.





Toter carts are easy to tilt and roll to the curb.

Built for Extremes!

EXTREME PURPOSE

Toter carts are designed and built for function, with craftsman-like attention to detail. With ideal handle height, rugged wheels, and best-in-class ergonomics, maneuvering is a breeze, even when completely full.

EXTREME STABILITY

Stable and steady, Toter carts can easily stand up to wind as well as the day-to-day abuse of curbside collection. And they won't fall over when they're returned to the curb after dumping.

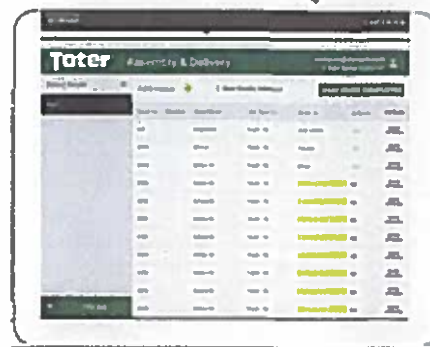
ToterTrax

INDUSTRY-LEADING CART TRACKING TECHNOLOGY

Toter's industry-leading cart delivery and tracking solution, ToterTrax, gives you the power to track your carts in real-time through its state-of-the-art RFID tracking technology. Designed specifically for waste and recycling assembly and delivery projects, ToterTrax provides you with control of your assets from a simple-to-use web portal. Cart delivery is verified through our GPS and time stamping system and instantly sends data to your fingertips when the route is complete.

ToterTrax Features:

- Real-time asset management
- Real-time visibility of current delivery status
- Real-time visibility of geo coordinates and time stamp data
- Unique RFID tag number with matching serial number for superior accuracy
- User-friendly web portal

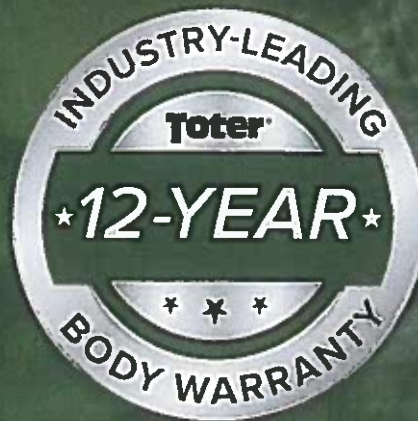


ToterTrax provides real-time visibility of delivery services and data – right from the comfort of your office.

CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger can that is built for toughness and maximum resistance.



- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



**96-gallon EVR® II
Universal / Nestable**
Part Number:
79296
Size (l x w x h)
35-1/2" X 29-3/4" X 43-1/4"
Load Rating
335 lbs/151.9 kg
Wheel Diameter
10"



**35-gallon EVR® II
Universal***
Part Number:
79235
Size (l x w x h)
23-3/4" X 19-3/4" X 38-1/4"
Load Rating
122 lbs/55 kg
Wheel Diameter
10"



**64-gallon EVR® II
Universal / Nestable**
Part Number:
79264
Size (l x w x h)
31-1/2" x 24-1/4" x 41-3/4"
Load Rating
224 lbs/101.6 kg
Wheel Diameter
10"



**32-gallon EVR® II
Universal / Nestable**
Part Number:
79232
Size (l x w x h)
24" x 19-3/4" x 37-1/2"
Load Rating
112 lbs/50.8 kg
Wheel Diameter
8"



**48-gallon EVR® II
Universal / Nestable**
Part Number:
79248
Size (l x w x h)
28-3/4" x 23-1/2" x 37-1/2"
Load Rating
168 lbs/76.3 kg
Wheel Diameter
10"



**21 & 24-gallon EVR® II
Universal***
Part Number:
79221 & 79224*
Size (l x w x h)
23-1/2" X 19-3/4" X 34-1/2"
Load Rating
21 gal- 73.5 lbs/33.4 kg
24 gal- 84.0 lbs/38.1 kg
Wheel Diameter
10"

* Does not nest when fully assembled.

** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS



EXCEEDS ANSI STANDARD
Independently tested to
withstand 6-1/2 lbs per gallon

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Molded-in, sealed stop-bar journal prevents leakage.

OPTIONAL FEATURES:

- Lids to keep critters out with a locking gravity latch that opens automatically when cart is picked up by the waste collector

Available in 21-, 32-, 48-gallon sizes

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVR-II Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.



Toter carts are compatible with both fully automated arms (left) and semi-automated lifters (right).

STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVR-II Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.



Toter® carts support sustainability in a variety of ways:

1) REDUCED MATERIAL CONSUMPTION

Compared to other carts, each 96-gallon Toter cart is manufactured with up to five fewer pounds of plastic.

2) LONGEST SERVICE LIFE

Toter offers a 15- to 20+ year active service life, compared to a 10-year service life for injection-molded carts. Toter carts are manufactured with a stress-free, Advanced Rotational Molding™ process using medium density polyethylene (MDPE), giving Toter carts a superior strength-to-weight ratio when compared to injection-molded carts containing high density polyethylene (and high residual stress). Longer service life essentially eliminates early cart replacement, reducing material consumption by at least 50%.

3) RECYCLED CONTENT

Toter carts are manufactured with up to 50% recycled content.

4) RECYCLABLE

Toter carts are fully recyclable. In fact, Toter recycles used carts into new carts every single day.

5) REDUCED FUEL COSTS AND LOWER EMISSIONS

With a 0.2% warranty claim rate—the industry's lowest, by the way—Toter carts are virtually maintenance-free. Toter's lower annual failure rate reduces the number of repairs and replacement trips. And because Toter carts nest, service providers can deliver up to three times more carts per trip.

To view Toter's Sustainability Calculator, visit: <http://www.toter.com/about/sustainability/sustainability-calculator>



SUSTAINABILITY





Toter®

Built for Extremes™

PO Box 5338
841 Meacham Road
Statesville, NC 28677
800-424-0422
704-872-8171
sales@wastequip.com
www.toter.com

Toter®



Javalinas taking over ?

Not any more!



AUTOMATED CRITTER-RESISTANT CARTS

Featuring an easy one-handed lock mechanism, Toter Automated Critter-Resistant Carts help prevent the peskiest critters from getting inside your trash. Built with a gravity lock, Toter Automated Critter-Resistant Carts are uniquely designed to be compatible with automated trucks. With a lightweight and sturdy design, Toter Automated Critter-Resistant Carts make maneuvering a breeze, even when completely full.

AVAILABLE IN 32, 64, AND 96 GALLON SIZES



Critter-resistant lock

FEATURES:

- One-piece plastic latch opens with one hand and clicks shut when the lid is dropped. This latch not only resists critter entry into the cart, but increases the wind resistance of the cart lid and opens automatically when the cart is tipped into the dump position by the truck lift.
- Contains up to 50% recycled content and is 100% recyclable.

Instructions for Use:

1. To Open - Rotate its upper mechanism in counterclockwise direction, then pull latch upwards to open the lid.
2. To Close - Push the lid latch down until lock "clicks" to ensure lid is latched.

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping carts looking new for years.

Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@wastequip.com
www.toter.com
Toter is a Wastequip® brand

Toter®



Mother nature is no match for DuraLatch™

DURALATCH™

No other curbside collection cart is built for extremes like a Toter with DuraLatch. This simple-to-use latch stands up to rain, wind gusts up to 65 MPH, pesky critters and the day-to-day abuse of curbside waste collection. Fully compatible with automated waste collection trucks, DuraLatch features gravity-based functionality, meaning the lid opens automatically when garbage truck tips and empties the cart then the cart latches when it's set back down on the curb.

- Opens automatically when garbage truck lifts it and then latches when it's set back down on the curb
- Stands up to the forces of Mother Nature (withstands wind gusts up to 65 MPH)
- Critter-resistant
- Protects cart contents from rain and moisture



Available Configurations:

Description

Fully Assembled (Lid, Latch, and Cart)

Partially Assembled (Lid and Latch Only)

Latch Only (Aftermarket)



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@wastequip.com
www.toter.com
Toter is a Wastequip® brand



**TOTER® EVR™ II UNIVERSAL/NESTABLE
MODELS #79296, #79264, #79248, #79235, #79232 and #79224
PRODUCT SPECIFICATIONS**

MATERIAL/PROCESS:

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 50% recycled resin based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production. *

CART LID:

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS:

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish.

CART BODY:

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter, zinc plated steel tubing and is factory installed. Stop bar rotates 360 degrees inside molded plastic journals in the cart body during cart pickup to prevent bar damage. Container body is completely sealed without any open areas.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels for Model #79232 are 8" x 1.75" (nominal) with a minimum RMA load rating of 150 pounds per wheel. All other models are 10" x 1.75" (nominal) with a minimum RMA load rating of 200 pounds per wheel. Both sizes of wheels are blow molded with knobby treads, high molecular weight polyethylene. Wheels are retained with zinc plated steel drive-on pal-nuts.

Ultra High Frequency (UHF) RFID Tag may be installed into handle of cart body at factory. Bar Code/Serial Number combination single graphic may be applied/installed at factory.

BODY MARKINGS:

Sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body. Manufacturers name/code and month/year of manufacture molded into the side.

NESTABILITY:

Nestable design allows FULLY ASSEMBLED Model 79296, 79264, 79248 and 79232 carts to be stacked one inside another for storage and delivery efficiency and cost savings.

COLOR:

Ultraviolet stabilized, non-fading standard solid colors in Green (#940), Blue (#705). Other available solid colors: Brown (#270), Gray (#125) or Black (#200). Special Granite colors for body (solid standard color lid) are also available for no additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

DIMENSIONS:

Model #	79296	79264	79248	79235	79232	79224
Length:	35.50"	31.50"	28.75"	23.75"	24.00"	23.50"
Width:	29.75"	24.25"	23.50"	19.75"	19.75"	19.75"
Widths fit through gates and doors.						
Height:	43.50"	41.75"	37.50"	38.25"	37.50"	34.50"

CAPACITY:

Volume is 96.36 for Model 79296, 64.40 for Model 79264, 48.14 for Model 79248, 35.0 for Model 79235, 32.2 for Model 79232, and 24.0 for Model 79224, in US Gallons, body of containers only.

FINISHED WEIGHT:

Fully Assembled – 35.4 pounds for Model 79296, 27.9 pounds for Model 79264, 23.8 pounds for Model 79248, 21.33 pounds for Model 79235, 19.88 pounds for Model 79232 and 18.63 pounds for Model 79224.

LOAD RATING:

Conforms with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: Model 79296 is 335 lbs., Model 79264 is 224 lbs., Model 79248 is 168 lbs., Model 79235 is 122 lbs., Model 79232 is 112 lbs. and Model 79224 is 84 lbs.

WARRANTY:

Container bodies are covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.

STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 96 GALLON EVRII CART PART NO. 79296

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times.
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings were 429.4 lbs., 439.5 lbs., and 427.3 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) were 214.7 psi, 219.8 psi, and 213.7 psi.

CERTIFICATION

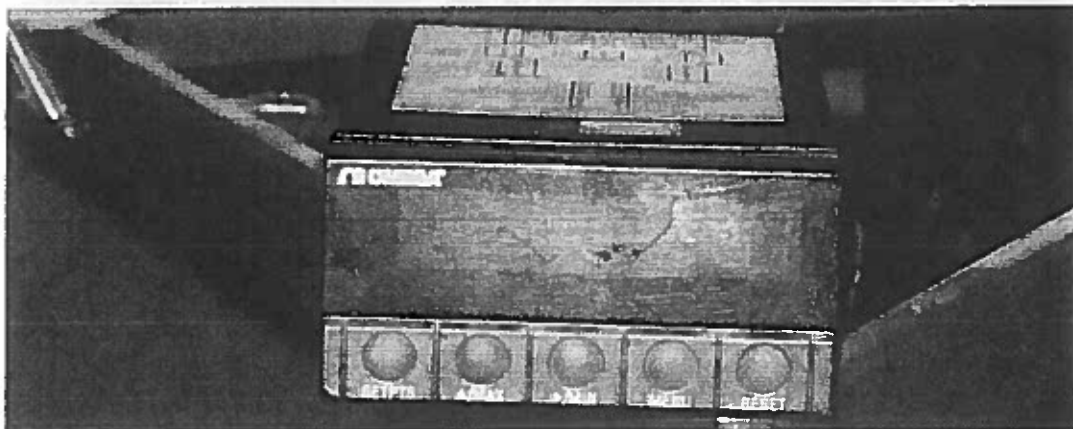
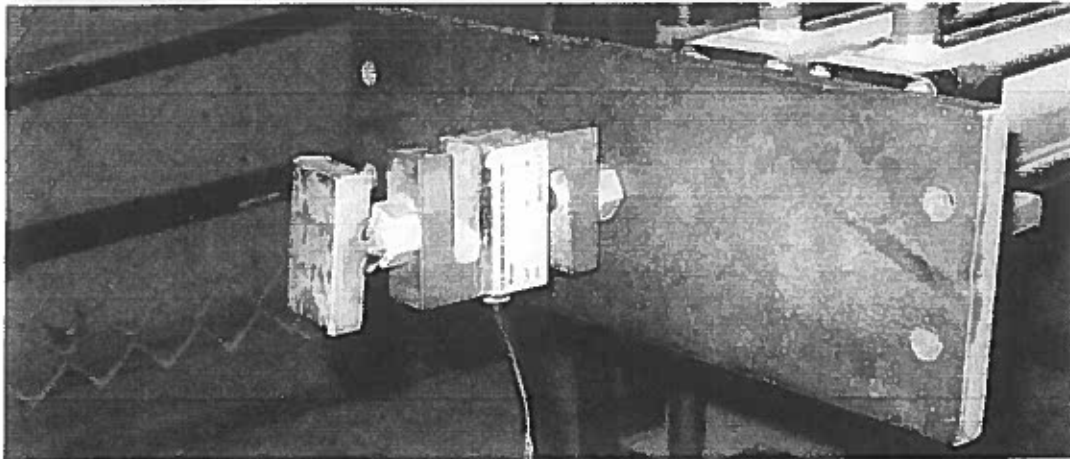
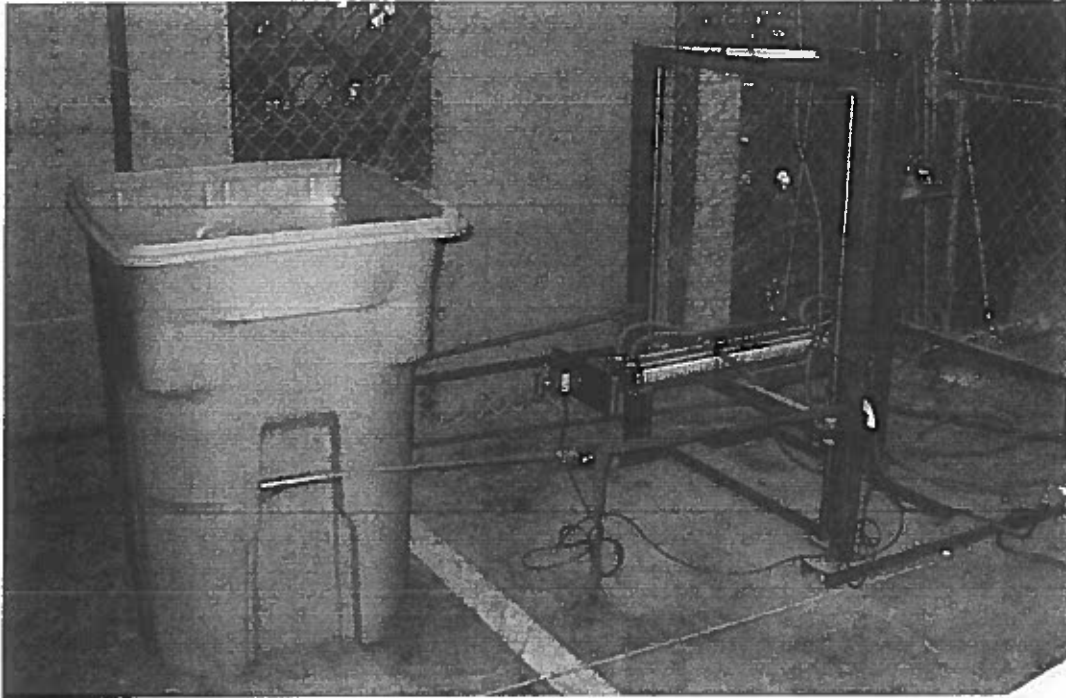
I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

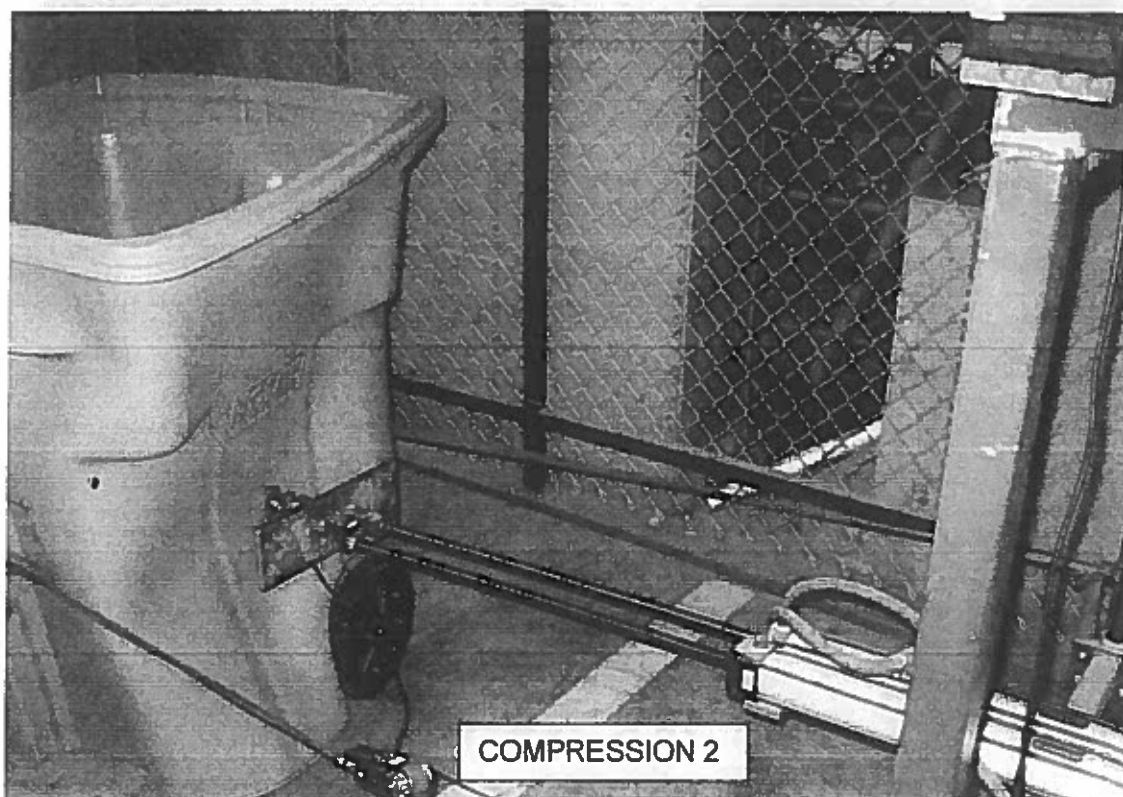
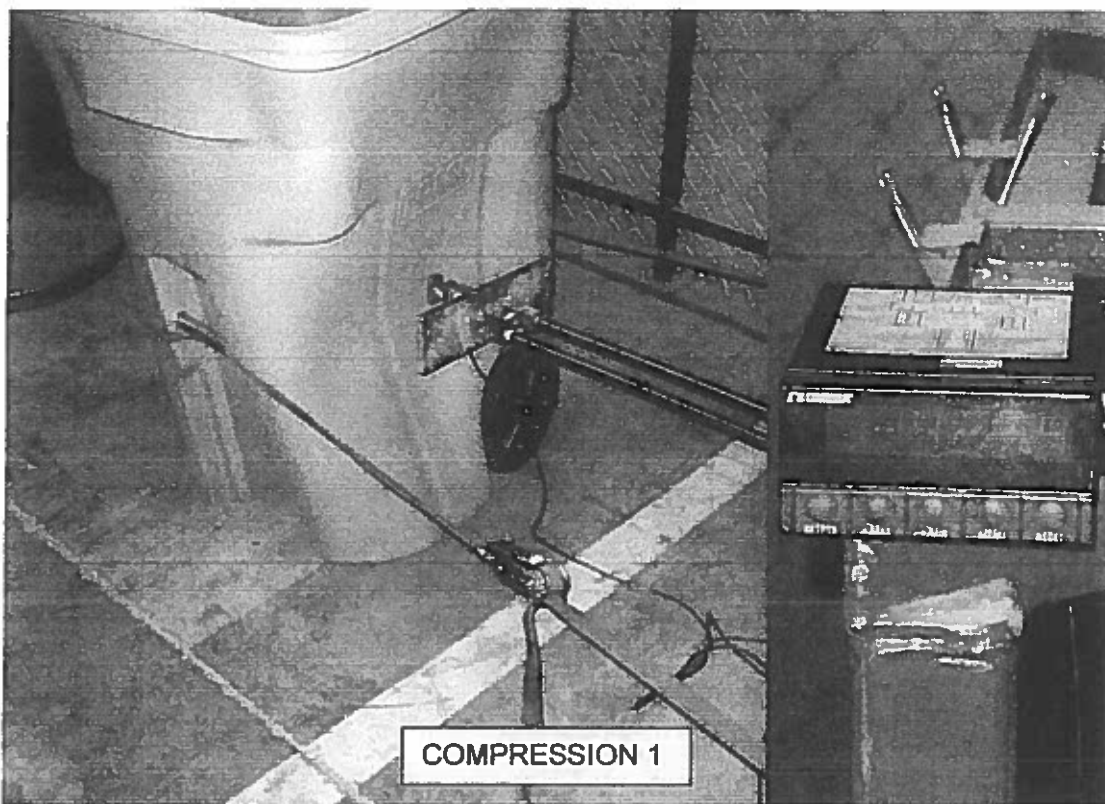
Steve L. Knight
Steve L. Knight, PE

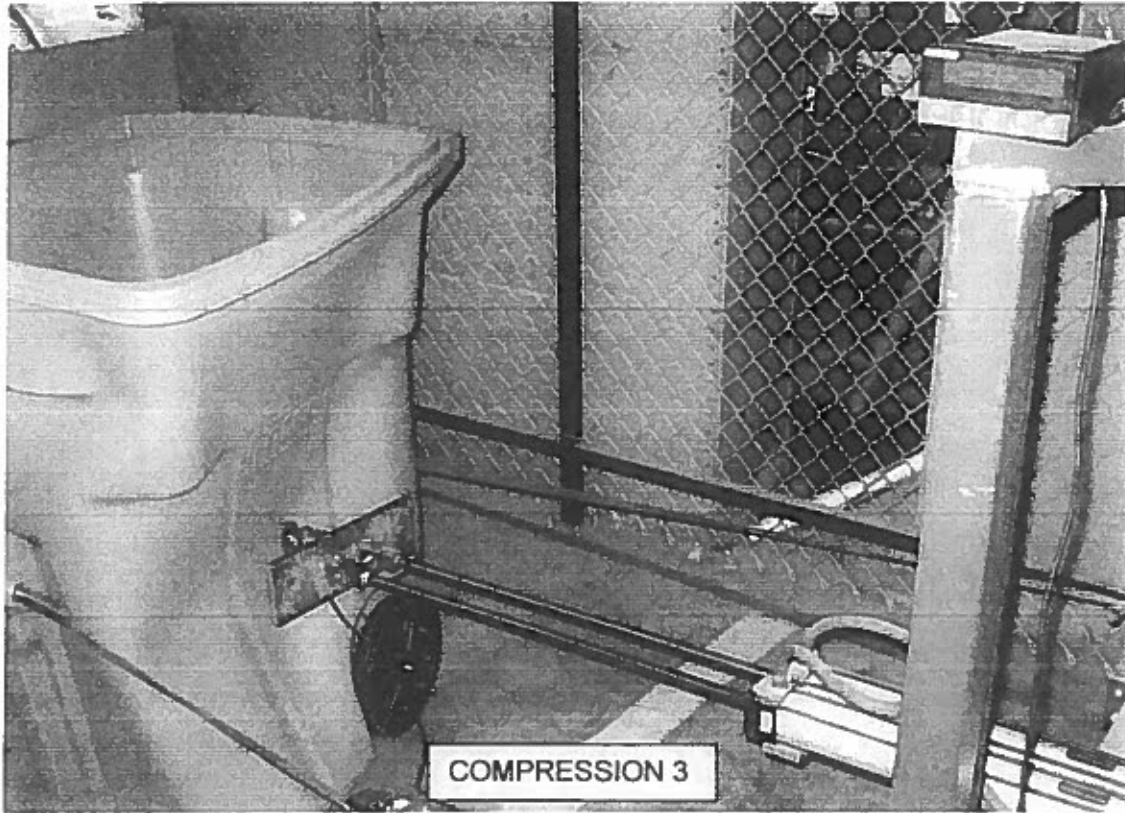


TEST APPARATUS



COMPRESSION RESULTS





CART AFTER COMPRESSIONS



CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 64 GALLON UNIVERSAL/NESTABLE CART PART NO. 79264

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) exceeded 200 psi.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

Todd E. Wright

09-07-07

CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 48 GALLON UNIVERSAL/NESTABLE CART PART NO. 79248

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) exceeded 200 psi.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

Todd E. Wright

09-07-07



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 96.36 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 13, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 335 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

RESULTS: Passed

COMMENTS

The average height of the handle was 33 1/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 67.6 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 96796) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE



TESTING REPORT

DATE: 15 August 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Toter EVR-II, 96 gallon

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

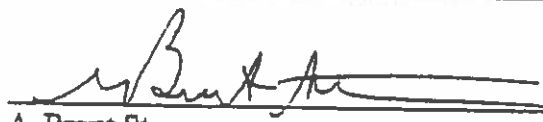
MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening — front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	43 mph	46 mph	50 mph


A. Brent Strong
Professor, Manufacturing Engineering Technology
Brigham Young University, Provo, UT 84602



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 64.4 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions during the loaded test.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 17, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19 through December 20, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of no less than 224 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 17 through December 20, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of no less than 224 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 19 through December 30, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 33 5/16" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 48.8 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 94764) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 17, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE



TESTING REPORT

DATE: 27 January 2003

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Toter EVR II - 64 gallon size

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. In one set of tests, the bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding. In another set of tests no brace is used.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening - front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	40 mph	46 mph	46 mph

SUMMARY: The cart was stable in moderate to high winds.


A. Brent Strong

Professor, Manufacturing Engineering
Brigham Young University
265 CTB
Provo, UT 84602



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 48.14 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 168 lbs.

RESULTS: Passed

COMMENTS

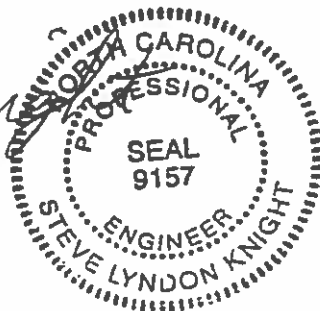
The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

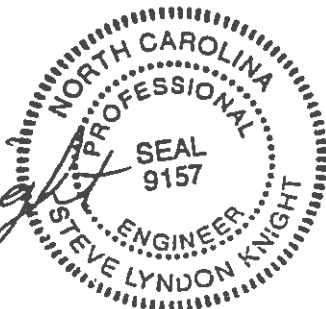
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, through August 2, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 168 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 168 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 27, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 168 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 168 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 28 - 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 29 3/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

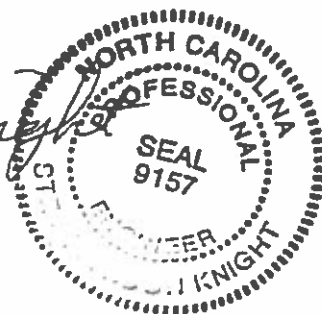
The cart was tipped toward the point of balance with an average force of 37.3 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 79748) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE



TESTING REPORT

DATE: 15 August 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Toter EVR-II, 48 gallon

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.


MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening — front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	41 mph	40 mph	52 mph


A. Brent Strong
Professor, Manufacturing Engineering Technology
Brigham Young University, Provo, UT 84602



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

**TOTER® 35 GALLON EVR II UNIVERSAL CART
PART NO. 79235**

**CERTIFICATION OF
WASTE CONTAINERS—SAFETY REQUIREMENTS**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix A-G

RESULTS: Passed, see attached table.

CERTIFICATION

I hereby certify that the attached test data represents tests I witnessed 03/23/2015 to 03/25/2015 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE

TOTER® 35 GALLON EVR II UNIVERSAL CART PART NO. 79235

ANSI Standard Z245.30-2008 Appendix A-E Data

TESTING REQUIREMENT	APPENDIX	LOAD RATING (LBS)	LOAD TESTED (LBS)	DATA	RESULTS
Volumetric loading capacity	A	122	n/a	The volume contained in the body is 35.00 gallons.	Passed
Slope stability	B	122	122	The cart remained stable in 4 of 4 directions for 1) Empty cart and 4 of 4 directions for 2) Cart filled.	Passed
Durability during pulling	C	122	122	The handle, axle and molded-in axle journals remained intact. The wheels retained their shape and rolled true. The container remained completely functional.	Passed
Loading and unloading, TYPE B	D	122	122	The cart's lifting saddle retained its shape and the steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their integrity. The cart remained completely functional. A stand mounted ANSI Type B lifter was used.	Passed
Loading and unloading, TYPE G	D	122	122	The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional. A stand mounted ANSI Type G lifter was used.	Passed
Center of balance position	E	122	122	The average height of the handle was 29-3/4".	Passed
Force to tip	F	122	122	The average maximum force required to tip was 30.8 lbs.	Passed
Lid test	G	--	80	The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.	Passed

TESTING REPORT

DATE: April 15, 2015
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: 35 gallon EVR II cart

TEST: **WIND STABILITY**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

1. A large wind machine with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against the top half of a 1" wood dowel. The bottom half is wedged into the test foundation which the cart wheels rest on, with the dowel's length parallel to the ground surface, so that the slight 1/2" protrusion of the dowel holds back the cart edges and/or wheels to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified anemometer. The anemometer is moved along the windward edges of the cart to find the position with the highest wind velocity.
6. Measure the air velocity to tip the cart, at the position with the highest velocity.
7. Test cart three times each in each of the three orientations toward the wind tunnel opening – front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front (All roll-off)	Side (All lid-flip)	Back (Cart-tip, no lid-flip)
Wind speed to tip the cart	Avg = 39.3 mph Test 1 = 39.2 Test 2 = 39.5 Test 3 = 39.1	Avg = 45.1 mph Test 1 = 45.8 Test 2 = 44.4 Test 3 = 45.0	Avg = 39.5 mph Test 1 = 40.0 Test 2 = 39.2 Test 3 = 39.3

SUMMARY: All front-facing tests rolled over the dowel and then tipped over without concurrent lid-flip. The side facing tests all fell over concurrent with lid flip. The back-facing tests all fell over without any concurrent lid-flip.

The maximum velocity was recorded at about the height of the grip-bar on the front face of the cart.



Andrew George
Assistant Professor, Manufacturing Engineering Technology
Brigham Young University
265 CTB, Provo, UT 84602



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 32.2 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 125 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 20, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79232

TEST METHOD

ANSI Standard Z245.30-2008 Appendix D

Test Loading: Filled cart with 125 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 125 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 20, 2011 to December 21, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix D

Test Loading: Filled cart with 125 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 125 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 19, 2011 to December 20, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE
1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix E

Test Loading: Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 30 5/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF FORCE TO TIP TEST

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix F

Test Loading: Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 21.5 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19, 2011 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

CERTIFICATION OF LID TEST

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79232**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 96732) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on October 24, 2001 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE

TESTING REPORT

DATE: March 19, 2014

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: 32 gallon EVR II cart (black cart and black injection molded lid)

TEST: WIND STABILITY

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: For this particular bid, 35 mph was set as the minimum wind velocity to tip in any of the three directions, and 25 mph for lid tip.

TEST PROCEDURE:

1. A large wind machine with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against the top half of a 1" wood dowel. The bottom half is wedged into the test foundation which the cart wheels rest on, with the dowel's length parallel to the ground surface, so that the slight $\frac{1}{2}$ " protrusion of the dowel holds back the cart edges and/or wheels to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified anemometer. The anemometer is moved along the windward edges of the cart to find the position with the highest wind velocity.
6. Measure the air velocity to tip the cart, at the position with the highest velocity.
7. Test cart three times each in each of the three orientations toward the wind tunnel opening – front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	Avg = 42.5 mph Test 1 = 42.7 Test 2 = 42.5 Test 3 = 42.3	Avg = 41.9 mph Test 1 = 42.7 Test 2 = 41.9 Test 3 = 41.2	Avg = 36.2 mph Test 1 = 36.5 Test 2 = 36.0 Test 3 = 36.1

SUMMARY:

The front facing tests always failed by cart flip before lid flip, so the lid flip spec is passed by default. The side-facing wind tests (much better than the 26 gal cart) resulted in lid flip (which immediately caused cart flip) at adequate speeds for both lid and cart tip specs. The front and side facing tests showed no significant increase in wind speed to tip when using the 6" curb instead of the dowel. But the back facing tests increased in tipping wind velocity to 44.1 mph when using the large curb.

Appendix 1: Test setup and wind speed profile by position.



Andrew George
Assistant Professor, Manufacturing Engineering Technology
Brigham Young University
265 CTB, Provo, UT 84602

Please Note:

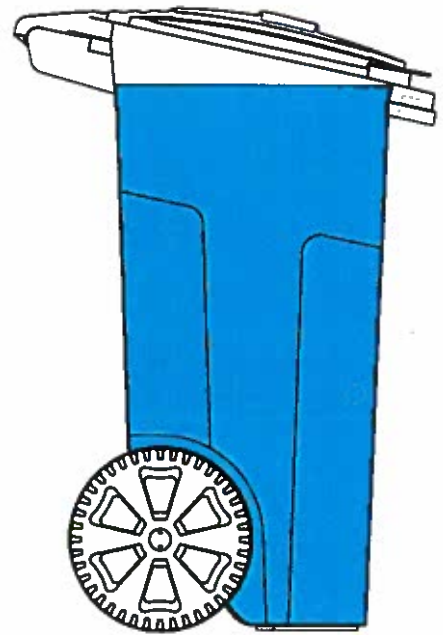
Toter's 21 Gallon and 24 Gallon EVR II Universal Carts are manufactured using the same body and lid. Each is marked with the correct Volume and Load Rating for the cart size. The difference between the two models is the 21 Gallon (79221) assumes no material will be loaded above the slanted rim's front (to prevent spillage of liquids or food waste) while the 24 Gallon (79224) includes all available capacity below the lid for solid materials (refuse and recycling). Therefore, the ANSI Tests for the Model 79224 also cover Model 79221.

Toter®
BUILT FOR EXTREMES™

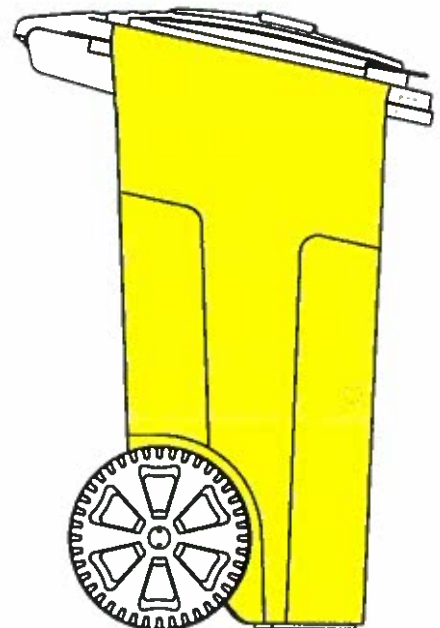


Toter 21 Gallon and 24 Gallon Carts

For Organics (food waste) Collection the 21 Gallon Cart Volume is limited to the Liquid Level (front rim) to prevent liquid overflow.



24 Gallon Cart for MSW/Recycling is measured as Dry fill level.





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in body is 23.6 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on June 15, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 84 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on June 15, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 84 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test my representative witnessed on June 14, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix D

Test Loading: Filled cart with 84 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 84 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test my representative witnessed on June 11, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix D

Test Loading: Filled cart with 84 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 84 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test my representative witnessed from June 13, 2012 to June 14, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER 24 GALLON EVR II UNIVERSAL CART
PART NO. 79224**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix E

Test Loading: Filled cart with 84 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 29 3/16" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on June 15, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix F

Test Loading: Filled cart with 84 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 17.4 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on June 15, 2012 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

TOTER 24 GALLON EVR II UNIVERSAL CART PART NO. 79224

TEST METHOD

ANSI Standard Z245.30-2008 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 96724) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on October 24, 2001 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE

TESTING REPORT

DATE: October 20, 2014
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: 21/24 gallon EVR II cart

TEST: **WIND STABILITY**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc. Most manufacturers expect the cart to be stable up to at least 30 mph.

TEST PROCEDURE:

1. A large wind machine with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified anemometer. The anemometer is moved along the windward edges of the cart to find the position with the highest wind velocity.
6. Measure the air velocity to tip the cart, at the position with the highest velocity.
7. Test cart three times each in each of the three orientations toward the wind tunnel opening – front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front (All lid-flip)	Side (No flip)	Back (No flip)
Wind speed to tip the cart	Avg = 44.3 mph Test 1 = 44.6 Test 2 = 44.0 Test 3 = 44.2	Avg = 39.8 mph Test 1 = 38.9 Test 2 = 40.8 Test 3 = 39.8	Avg = 38.4 mph Test 1 = 37.9 Test 2 = 38.2 Test 3 = 39.0

SUMMARY: All front-facing tests tipped over concurrently with lid-flip. Yet the front maximum wind speeds were slightly higher than the other orientations. This maximum velocity in the front-facing orientation is unusual and thought to be due to the steep forward-slope profile of the lid.

Appendix 1: Test setup and wind speed profile by position.



Andrew George
Assistant Professor, Manufacturing Engineering Technology
Brigham Young University
265 CTB, Provo, UT 84602

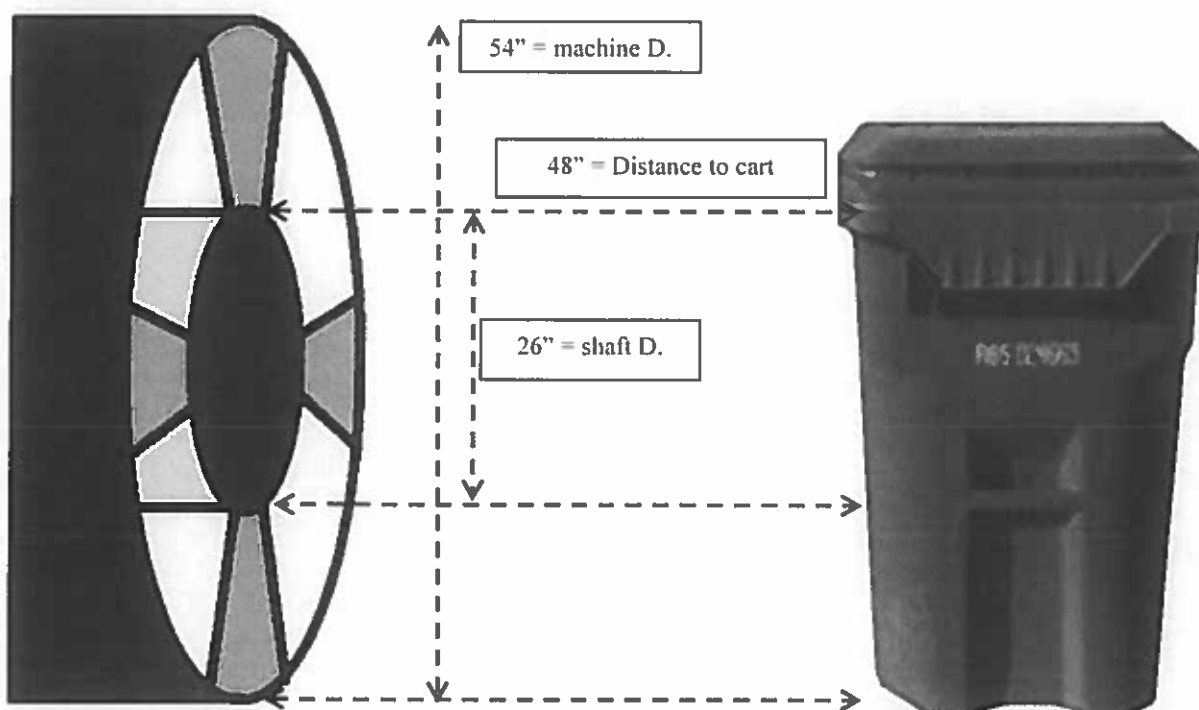
Appendix 1 – Wind Stability

Test Details

There are 8 levels of power at which the wind machine (Gates Super HC) may be set to. In a wind stability test, the power level is increased through these 8 steps. At each power level, an anemometer is used to measure the air velocity along the windward cart edges until the maximum velocity is found and that maximum velocity is recorded. This step-wise increase in power level is continued until the cart tips.

Test configuration and dimensions

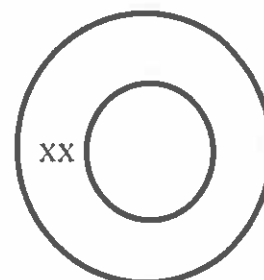
The following diagram shows the relative positions and sizes of the wind machine and the positioning of the cart relative to the wind machine. The drawing is roughly to scale.



Measured wind speed with no sample or other obstruction

An anemometer was used to measure the wind speed at 48" from the machine opening (where the windward face of the cart would be). This was first done with no sample, table, or any other obstruction for several feet behind the 48" cart position. The wind speed was tested at a point corresponding to the side of the shaft (XX), projected 48" from the machine opening, corresponding roughly to where the highest velocities are recorded on the carts. Velocities are recorded in the following table in MPH for this position at each of the eight power levels. The wind velocities towards the bottom are slightly higher than towards the top of the machine (B greater than A, C greater than D).

Power:	1	2	3	4	5	6	7	8
XX	26	30	36	42	45	47	48	49



Measured wind speeds at various positions along the windward cart edge

The sample cart was then placed in the testing position, with the street-side (front) of the cart facing into the wind. The air velocity was then measured at various positions at the first power level. This was repeated in approximately the same positions with the side of the cart facing the wind machine, and then the back of the cart. The positions are shown in the following diagram. The recorded velocities are listed in the following table; "NM" indicates that position was not recorded. The measurements were again made at the second power level.

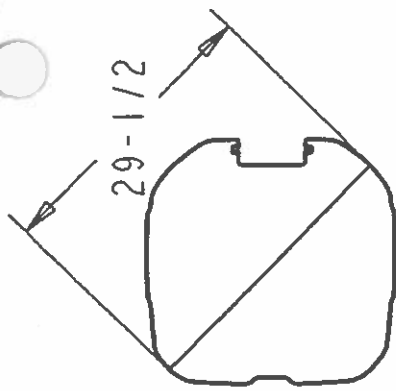
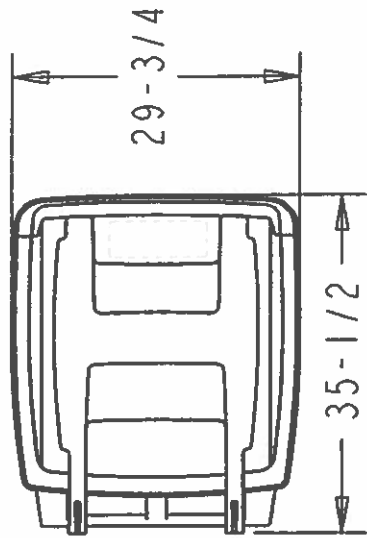
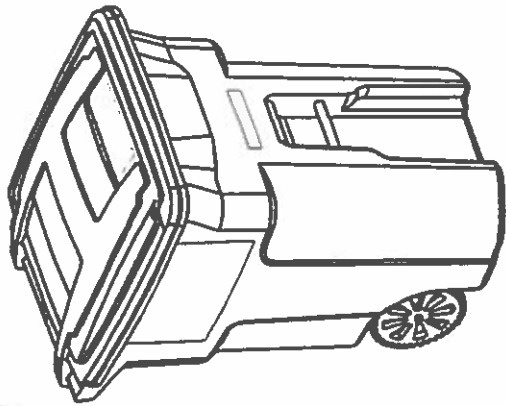


21/24 gallon cart: First power level speed measurements

Position:	A	B	C	D	E	F	G	H	I	J
Front	NM	28.1	33.5	33.1	39.2	NM	NM	NM	22.5	NM
Side (wheel to L)	NM	NM	28.3	NM	37.0	NM	NM	NM	NM	NM
Back	NM	NM	31.5	NM	35.1	NM	NM	NM	30.2	NM

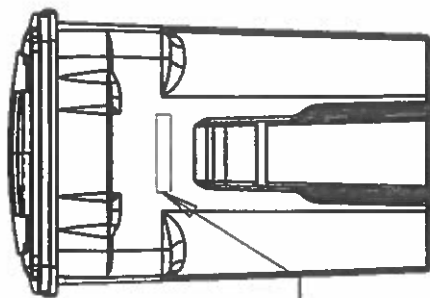
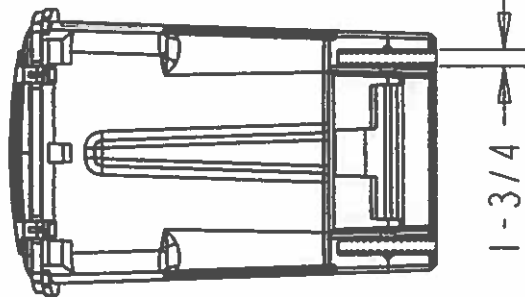
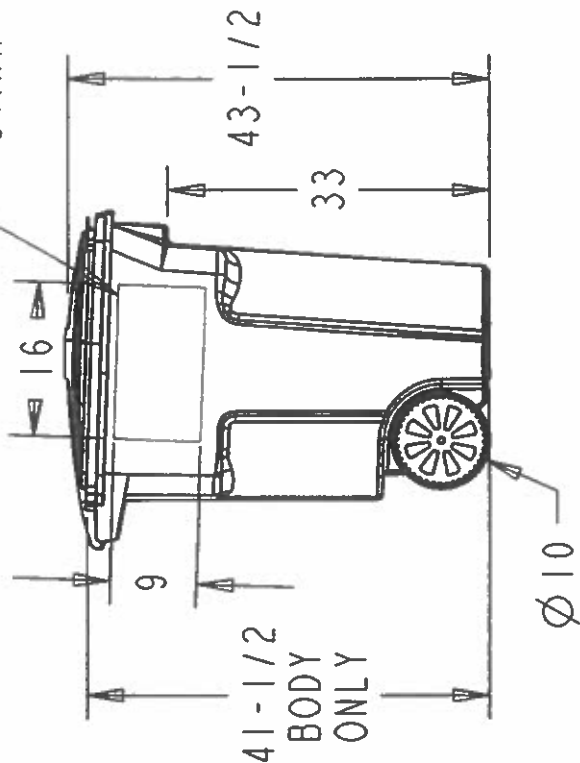
Observations

Position "E," right below the "neck" always had the highest recorded wind speeds (results in bold in the table).



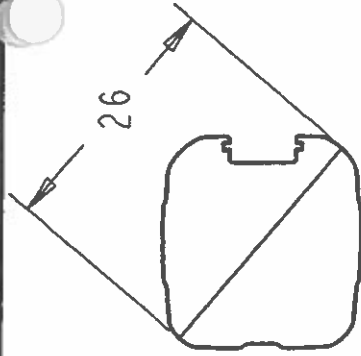
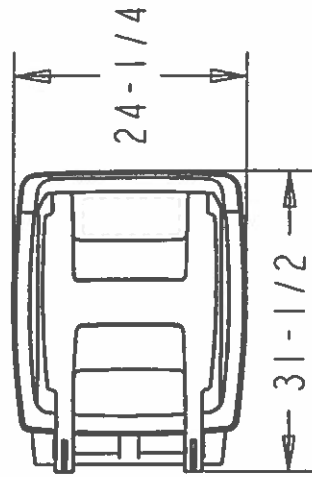
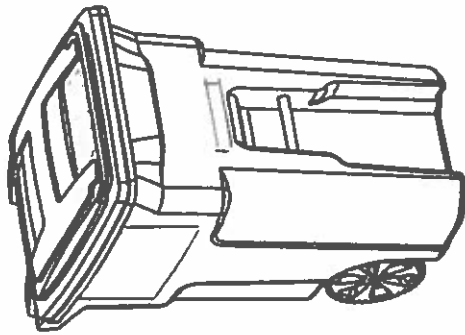
NOMINAL GRIP
DIAMETER

HOT
STAMP



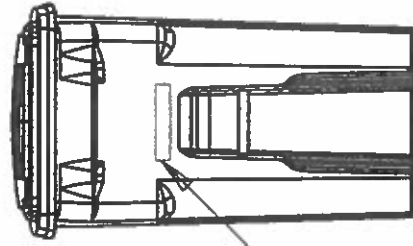
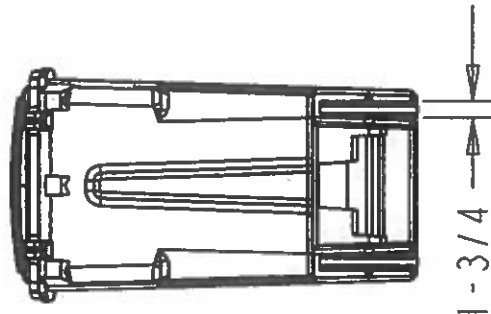
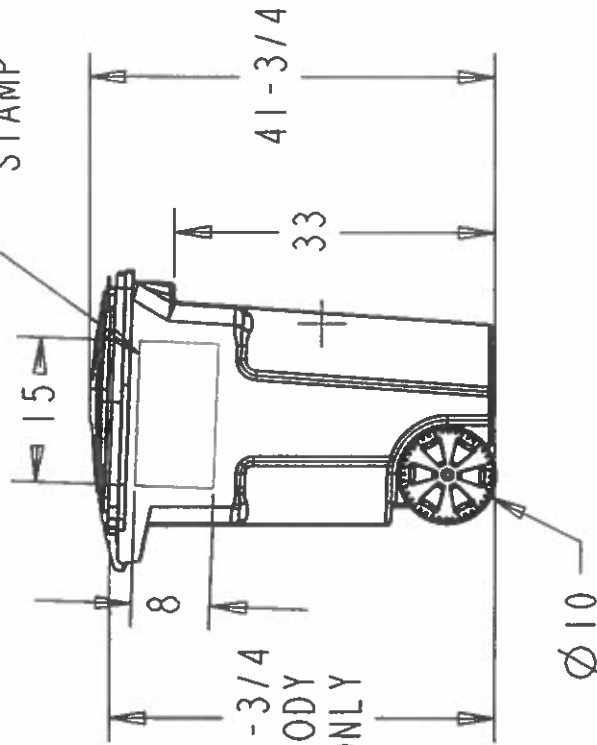
SERIAL
NUMBER

PART NO.	79296	TITLE: 96 GALLON EVR 11 UNIVERSAL CART		TOTER	
LOAD RATING:	335 lbs.			STATESVILLE, N.C.	
PART WT./CUBE	35.2 lbs.	26.2 cu. ft.	SCALE: 1:20	DATE: 09-Mar-04	
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.				
				DRAWING NO.	PS-1175



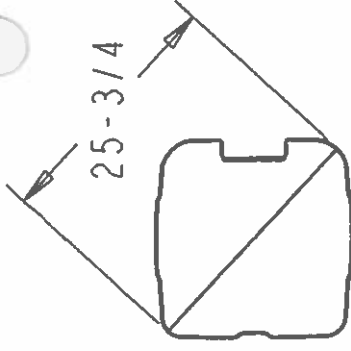
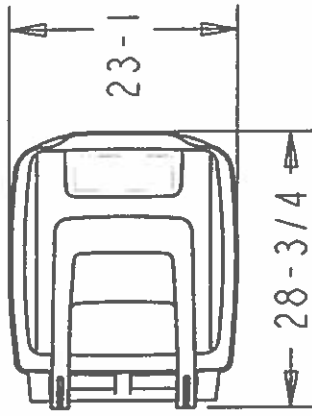
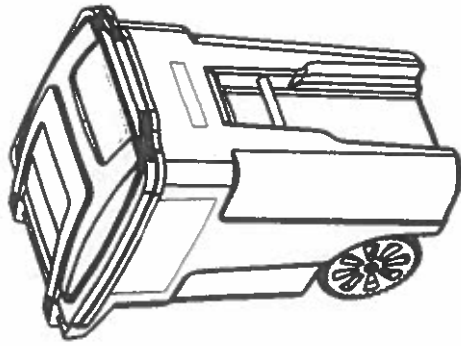
NOMINAL GRIP
DIAMETER

HOT
STAMP



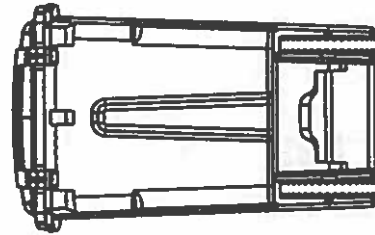
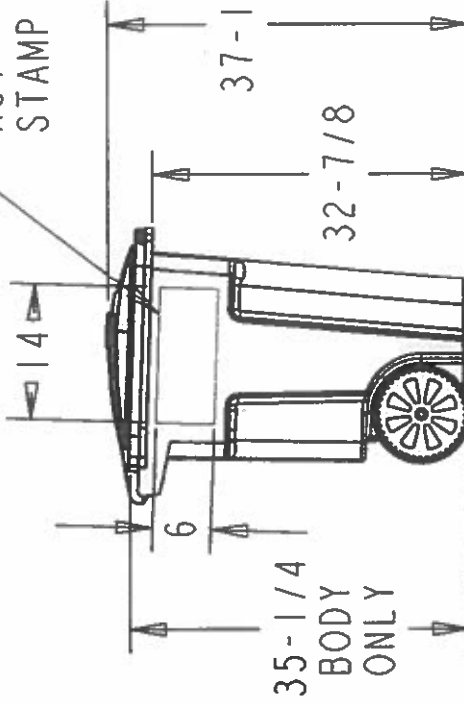
SERIAL
NUMBER

PART NO.	79264	TITLE:	64 GALLON EVR 11 UNIVERSAL CART	TOTER
LOAD RATING:	224 lbs.			STATESVILLE, N.C.
WEIGHT	27.8 lbs.	SCALE:	1:20	DRAWING NO.
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.			PS-11174
		DATE:	16-Mar-04	

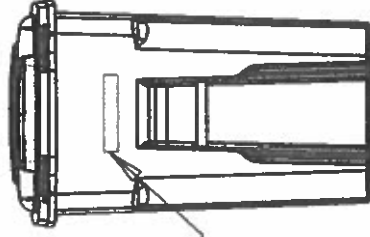


NOMINAL GRIP
DIAMETER

HOT
STAMP

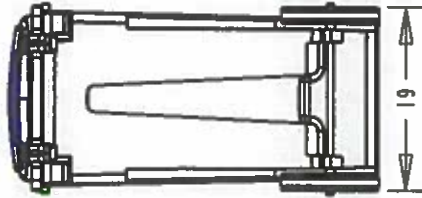
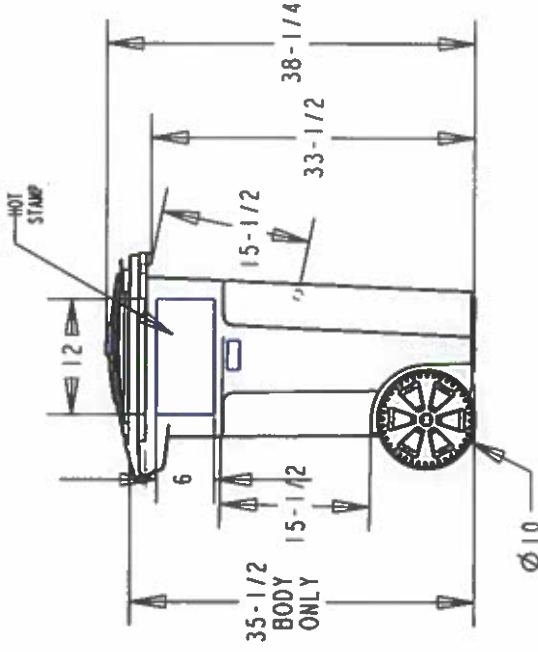
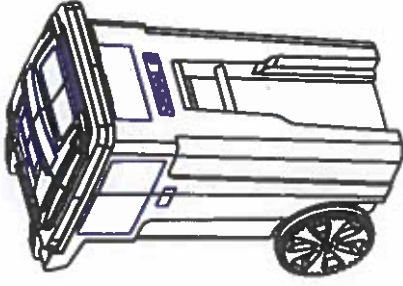
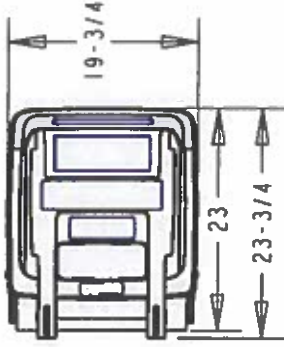
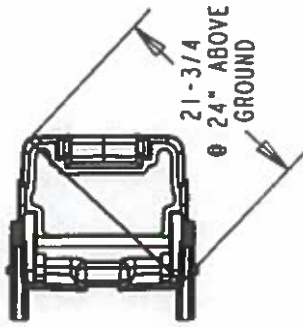


SERIAL
NUMBER



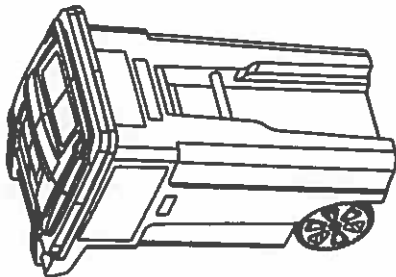
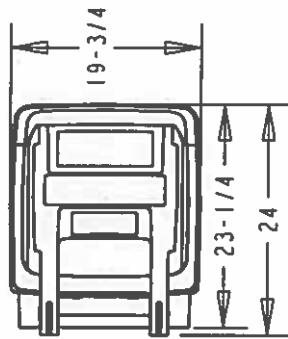
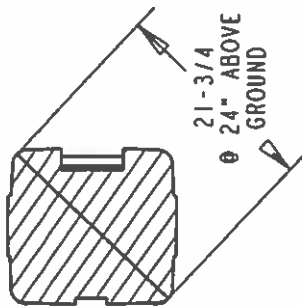
PART NO.	79248	TITLE: 48 GALLON EVR II UNIVERSAL CART		TOTER	
LOAD RATING:	168 lbs.			STATESVILLE, N.C.	
WEIGHT	23.8 lbs.	SCALE: 1:20	DATE: 17-Mar-04	DRAWING NO.	PS-1173
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.				

SECTION GRIP-GRIP

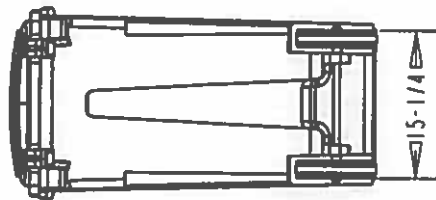
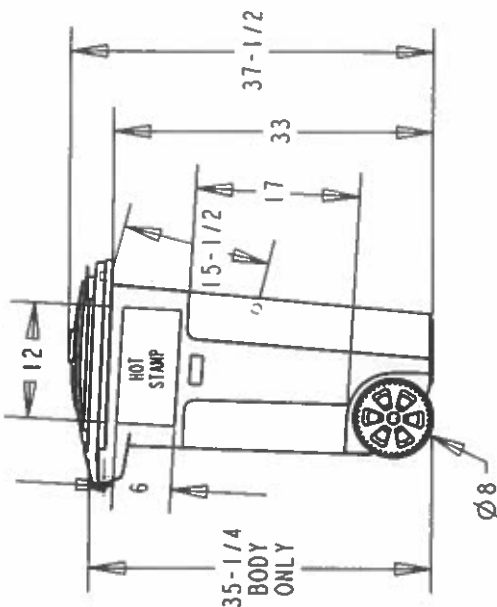


PART NO.	79235	TITLE:	35 Gallon EVR 11 Univ.	TOTER	
LOAD RATING:	122 lbs.			STATESVILLE, N.C.	
WEIGHT	21.33 lbs.	SCALE:	0.050	DATE:	Dec-09-14
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.				
				DRAWING NO.	PS-1212

SECTION GRIP-GRIP

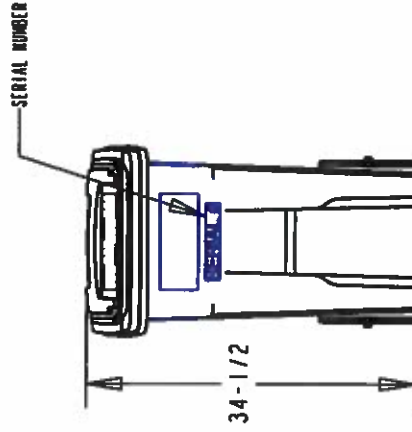
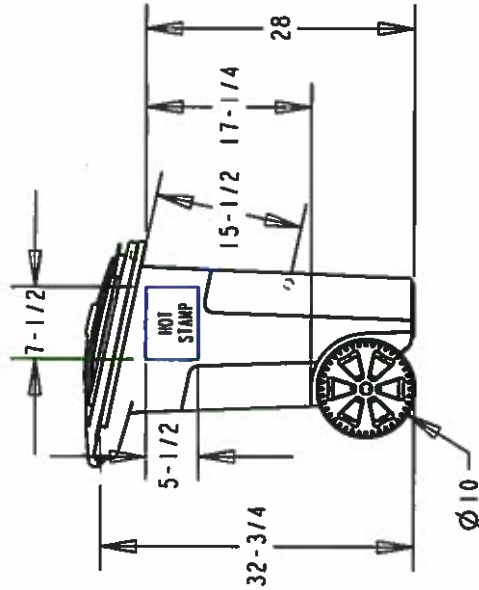
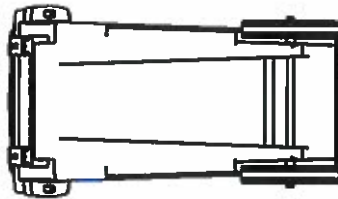
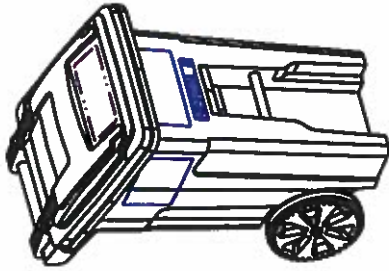
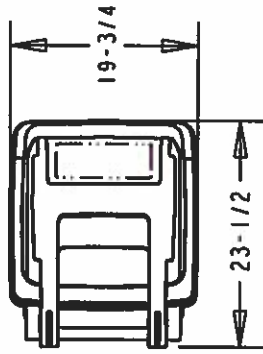
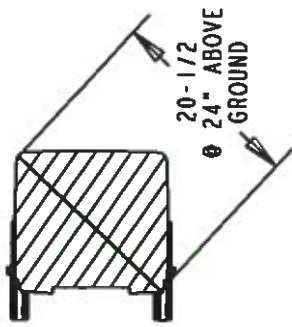


SERIAL NUMBER



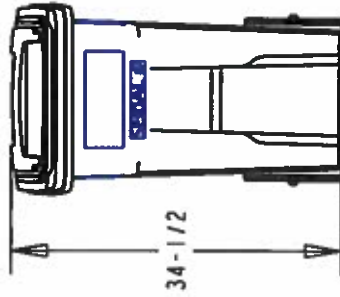
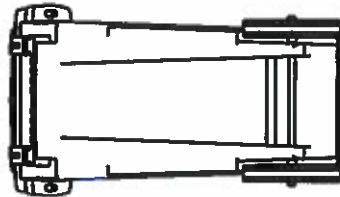
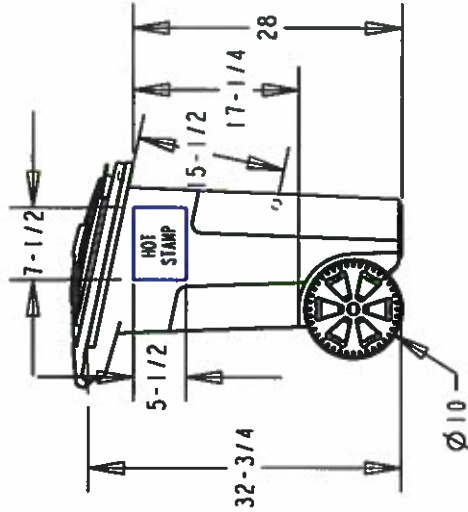
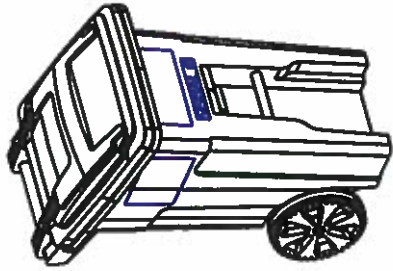
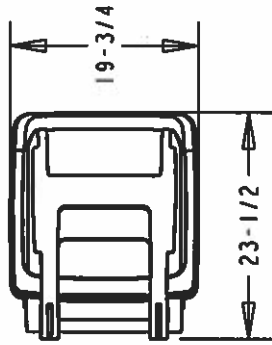
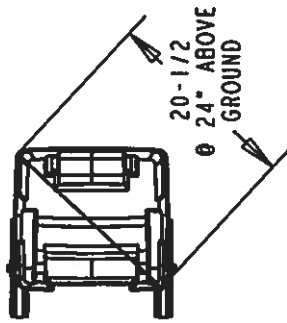
PART NO.	79232	TITLE	32 Gallon EVR 11	<div>TOTER</div> <div>STATESVILLE, N.C.</div> <div>DRAWING NO. PS-1197</div>
LOAD RATING:	112 lbs.	SCALE:	0.050	
WEIGHT	19.9 lbs.	DATE:	18-Apr-11	
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.			

SECTION GRIP-GRIP



PART NO.	79224	TITLE:	24 Gallon EVR 11	<div>TOTER</div> <div>STATESVILLE, N.C.</div> <div>DRAWING NO. PS-1191 B</div>
LOAD RATING:	84 lbs.	SCALE:	0.050	
WEIGHT	18.63 lbs.	DATE:	26-Jan-10	
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.			

SECTION GRIP-GRIP



VOLUME MEASURED TO LIQUID LEVEL OF FRONT RIM

PART NO.	79221	TITLE:	21 GALLON LIQUID LEVEL EVR 11	DRAWING NO. PS-1214
LOAD RATING:	73.5 lbs.	SCALE:	0.050	
WEIGHT	18.63 lbs.	DATE:	Apr-29-15	
FEATURES:	Rotating steel stopbar. RUGGED RIM.			

TOTER
STATESVILLE, N.C.

Toter®

Built for Extremes™

ORGANICS BINS



ORGANICS BINS

Toter's Organics Bins make it easy to collect and transport organics materials from your home. Made with durable high density polyethylene (HDPE), they are built to last.

The 2-Gallon Organics Bin is equipped with top and bottom hand grips for easy dumping, a snap tight lid, a wall mountable design and a locking seal to prevent odors. It is dishwasher safe, which makes it easy to clean.

The 13-Gallon Organics Bin is designed for collection with large handles at a comfortable height and heavy-duty wheels for easy transport to the curb. Featuring a latch and animal lock, it keeps away pesky predators.

From the kitchen sink to the curb, Toter's Organics Bins are equipped for all your organics needs.

AVAILABLE IN 2-GALLON AND 13-GALLON SIZES

Description	Size	Dimensions (L x W x H)
Organics Bin	2 gallon	11.5" x 8.5" x 9.25"
Organics Bin	13 gallon	14" x 12" x 30"



CUSTOM OPTIONS

Toter Organics Bins are available in a variety of custom colors, lids, and logo options.

- Custom lid options: solid lid, vented lid, and lid-hole
- Custom logo imprinting
- Custom colors



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@wastequip.com
www.toter.com
Toter is a Wastequip® brand

Toter®

Built for Extremes™

16-GALLON CARTS



Instant Curb Appeal

16-GALLON CARTS

No other curbside collection cart is built to last quite like a Toter. Manufactured with Toter's very own stress-free Advanced Rotational Molding™ process, our carts provide superior product durability for long life. Toter carts are extremely flexible and impact-resistant, and they easily handle the day-to-day abuse of curbside waste collection.

- Industry-leading 12-year body warranty
- Rugged Rim® technology extends the life of the cart with reinforced material in critical wear areas
- Compatible with semi-automated and fully-automated collection
- Constructed with up to 50% recycled material and are 100% recyclable
- 10" rugged wheels for greater stability



Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79216	16 Gallons	19.75" x 24.00" x 37.25"	10"	56 lbs / 25 kg

AVAILABLE COLOR



BLACK
(#200)



BLUE
(#705)



BROWN
(#270)



GRAY
(#125)



GREEN
(#940)



WASTE GREEN
(#625)

Color shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

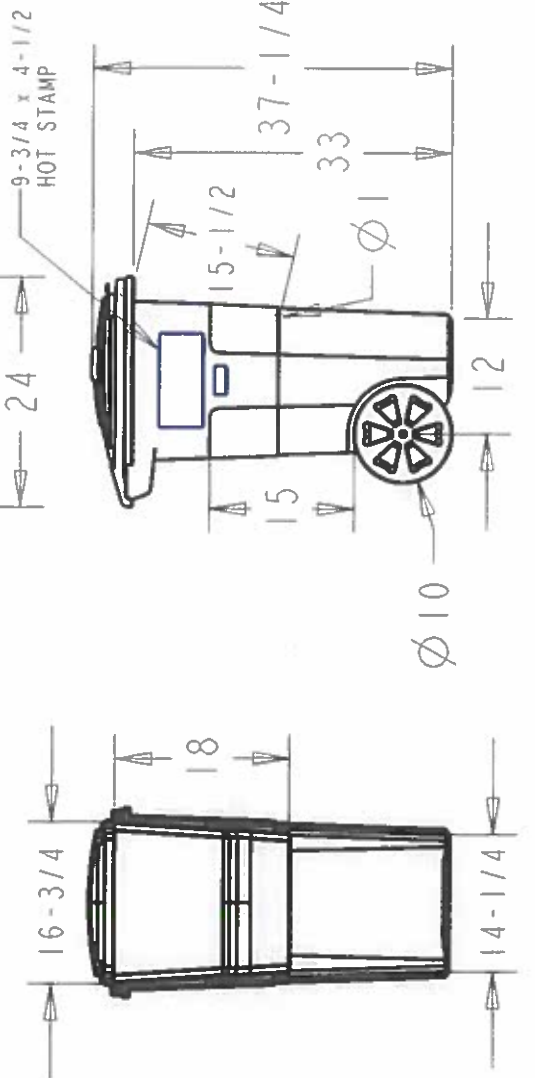
704-872-8171
800-424-0422

sales@wastequip.com
www.toter.com
Toter is a Wastequip® brand

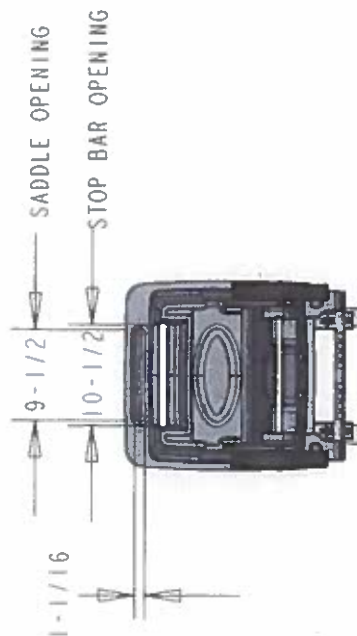
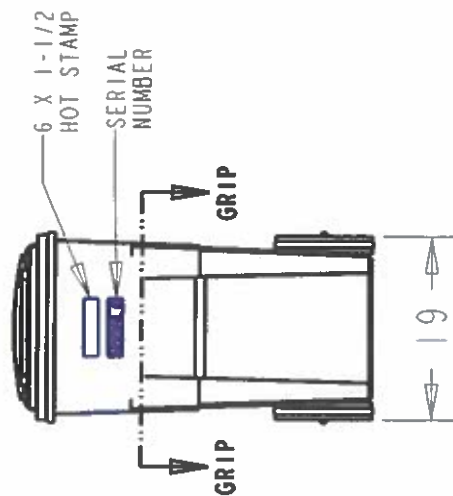
RESTOT071-042017



SECTION GRIP-GRIP



SECTION B-B



PART NO.	79216	TITLE:	16 GALLON ANSI B/G	TOTER
LOAD RATING:	56 LBS	SCALE:	0.050	STATESVILLE, N.C.
WEIGHT	24.25 LBS	DATE:	Aug-04-16	DRAWING NO.
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body. DOUBLE WALL INTERIOR			PS-1232 A

3 Easy Steps

1. Assembly



2. Delivery



3. Tracking



Keep your assets on track.

Toter®

Toter^{Trax} Technology

800-424-0422
www.toter.com

ToterTrax Features:

- Real-time asset management
- Real-time visibility of delivery and current status
- Real-time visibility of geo coordinates and time stamp data
- Unique RFID tag number with matching serial number for superior accuracy
- User-friendly web portal

ToterTrax

3 Easy Steps

1. Assembly

Manufactured with an embedded RFID tag in the handle and a matching RFID # and serial # for accurate tracking.

2. Delivery

Time Stamp: April 18, 2016 3:50 pm
Address: 2413 Toter Blvd
GPS Coordinates: 35° 9'16.9" N 80° 49'44.7" W

3. Tracking

As crews deliver the carts, each cart's RFID tag is scanned, instantly sending data to our user-friendly web portal.

Toter's industry-leading cart delivery and tracking solution, ToterTrax, gives you the power to track your carts in real-time through its state-of-the-art RFID tracking technology. Designed specifically for waste and recycling assembly and delivery projects, ToterTrax provides you with control of your assets from a simple-to-use web portal. Cart delivery is verified through our GPS and time-stamping system and instantly sends data to the portal in real-time.



1. Assembly

During the manufacturing process, Toter carts are embedded with an RFID tag in the handle. This tag is associated with a unique RFID number and matching serial number for accurate tracking. This allows better control of your assets through a unique coding system, which captures the RFID tag # and the serial # at the same time, compared to competitors which have multiple data points to track.

2. Delivery

As crews deliver the carts, each cart's RFID tag is scanned and data is instantly sent to our web portal. The data is validated at multiple points to ensure accuracy. Data is then sent back to crews delivering the carts via the ToterTrax application, and to the municipality or haulier via the portal. The app also features an offline mode to ensure accuracy by forcing a portal validation as soon as the user is back in Wi-Fi or cell range.

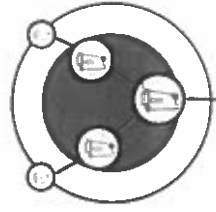
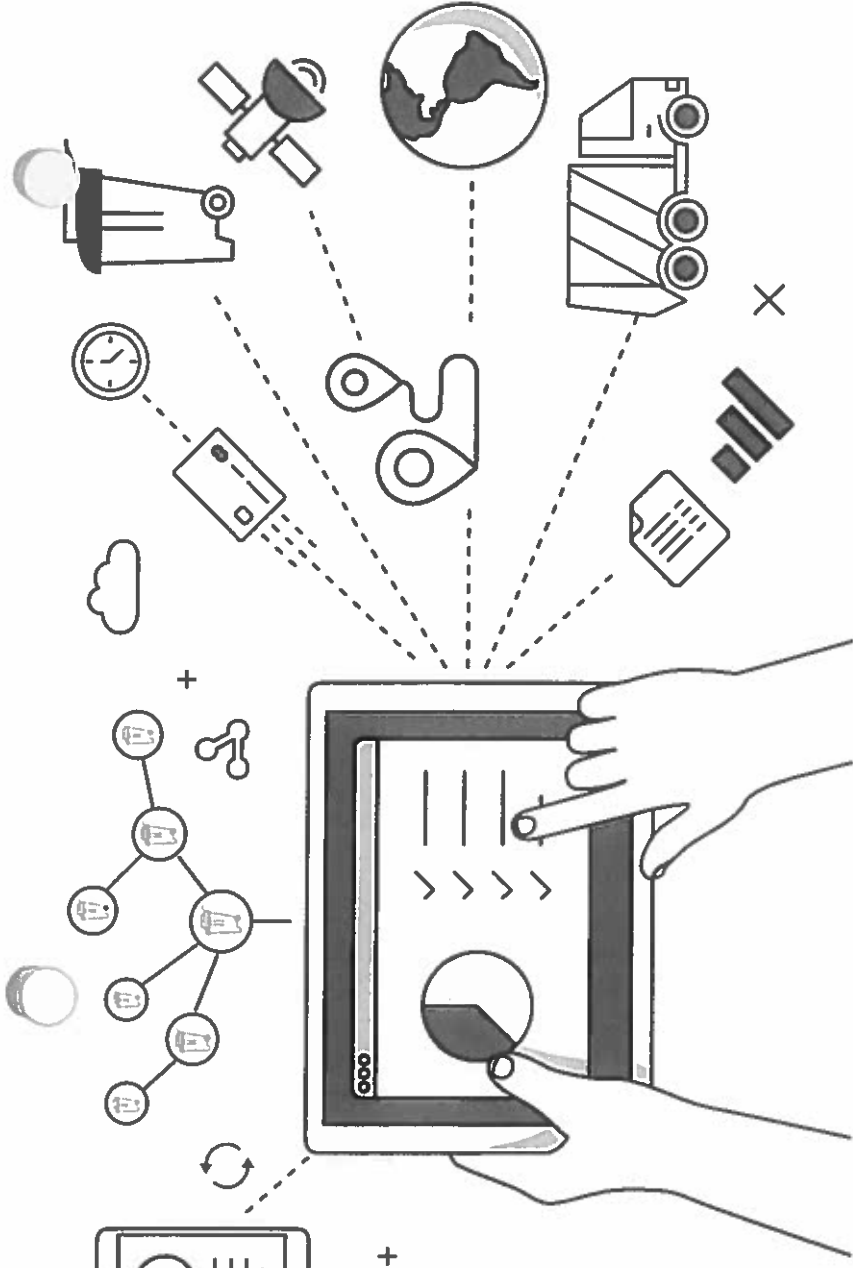
3. Tracking

ToterTrax provides real-time, 24/7 visibility of delivery status right from the comfort of your office through our user-friendly web portal.



Toter®

Toter's industry-leading RFID solution gives you the power to track your carts in real-time through its state-of-the-art tracking technology. Designed specifically for the waste and recycling industry, Toter's RFID solution provides you control of your assets with real-time visibility of current delivery status, geo coordinates, time stamp data, and reporting from a user-friendly web portal. From cart distribution to asset management and service verification, Toter's RFID solution will maximize customer satisfaction, reduce capital expenditures and deliver more efficient deployment for every route every day.



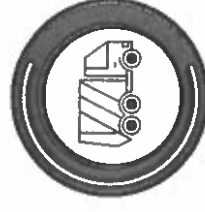
Cart Distribution

- Real-time visibility of:
Cart distribution & current status
- Geo coordinates & time stamp information
- Accurate cart database
- User-friendly web portal



Asset Management

- Asset Tracking
- Maintenance/Work Order Management
- RFID Capabilities
- Reporting Options



Service Verification

- Truck mounted hardware & software solutions
- GPS & time stamp verification of service
- Real-time communication with web portal
- Reporting options



Toter's RFID Solutions – Industry Leading

Level 1: Data Recording During Cart Roll Outs

As mentioned earlier in this item 6.7, Toter software enables customers to track delivery of carts in real-time. Toter has the capabilities in place to provide RFID tags for two-wheel carts and to scan these tags during distribution. We can use Toter-supplied UHF RFID Handheld Scanners to compile distribution information and record cart delivery of serial numbers, which is verified through geo-coding and time stamping. This provides customers with real-time asset management, real-time visibility of delivery and current status, and real-time visibility of geographic coordinates, including street address (and may include apartment or suite number) and time stamp data. Participating agencies will have secure access to the information through the ToterTrax portal during the delivery program. A final distribution report, in Excel format, is provided upon program completion. Having an accurate database is required in order to install a Level 2, 3 or 4 systems.

Level 2: Asset Tracking, Inventory Control, and Work Order Management

Toter uses software and hardware 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 including 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 software quoted herein to allow real time updates of the database and close outs of work orders.

Level 3: Service Verification on the Routes

Service verification is the collection and management of RFID based route data. The truck mounted system with RFID Reader delivers real time data via a cellular modem during each cart's collection. This data includes date, time, RFID tag number, and GPS location of the event. By providing real-time data as compared to batch Wi-Fi transmission of the entire route's data at the end of the day (upon return to the yard), it provides managers with the opportunity to deliver enhanced customer service by quickly resolving 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 costly trips to service the claimed "missed stops" and improve customer service. The system 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 location (the yard, fuel point, landfill, MRF, etc).

Level 4: Fully Integrated Service Verification and Route/Vehicle Management

The fully integrated system offers a number of management capabilities with its on-board computer and sophisticated software. By providing the driver with a computerized route on the in-cab computer, the ability to input driver notes and digital service verification photos, and real time data from the 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 described above. Please note that the Participating Agency can start with a Level 1 system and upgrade 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.



Toter, LLC's Assembly and Delivery (A&D) Plan

For the City of Tucson, AZ, and National IPA Participating Agencies



Toter Incorporated has nearly 40 years of successful experience delivering Toter Carts to major municipalities across North America. Our detailed plan, subject to approval by the City and National IPA Participating Agencies, includes:

1. **PLANNING** – Toter staff will meet with the City/Participating Agencies as soon as possible after the award of the contract to begin planning the rollout. Critical issues including the timeline, assembly site, address database, public education literature, and cart markings will be reviewed. In order to accomplish a delivery schedule, Toter requests the receipt, in writing, of a purchase order (all cart sizes and quantities in final count), order confirmation form, and markings approvals within a mutually agreeable timeframe between Toter and the City/Participating Agencies. Toter will manage one of our highly experienced subcontractors to perform the work.
2. **PROPOSED SCHEDULE** –Toter will provide a date for the beginning of delivery of carts to the staging area. The crew will assemble carts to have an inventory of assembled carts ready for delivery. Meeting the door to door delivery schedule hinges on two factors: (1) receipt of sufficient carts, on time and (2) delivering them to the residences per the timetable. As for production, Toter will time the manufacture and shipment of carts so that



the A&D crew will have all carts needed, with no lapse to slow delivery crews.

Toter always develops a contingency plan for A&D projects that fall behind schedule. First, and most important, we monitor the daily number of cart deliveries to the homes to gauge our progress. If we are not meeting our target rate we immediately take corrective action to get back on schedule. This may involve improving our operations flow to the streets, working our crews on overtime or on Sunday, or increasing the number of workers and/or delivery vehicles. The City will be notified of any corrective action we take.

We normally build "extra" days into our schedule to be used as make up days should we experience any unexpected weather interruptions in the rollout. A unique part of our contingency planning is to allow our crews to get ahead of schedule by exceeding the target set out rate whenever possible. This creates "slack" in the schedule that prevents weather delays from pushing us off schedule.

Nearly 40 years of experience in A&D projects has taught us to meet or exceed the schedules, regardless of what it takes from our staff and factories. We understand and respect the City's contractual obligation to begin service on time with new Toters at every customer's home.

3. **PUBLIC EDUCATION** – According to City's needs, Toter is able to provide assistance to City/Participating Agency staff in the preparation of public education materials. This assistance will be in the form of sample literature and web site postings from other cities and counties with comparable Recycling, Garbage and/or other programs, digital photography and renditions of carts. Of course, Toter will further assist with User Instructions and cart markings, and by providing one free plastic hanger bag and Toter's "Safe Use and Care" brochure, in English and Spanish, upon request, for each cart. Toter will attach a City-prepared literature bag to each cart during the delivery process, as needed. IN advance of the final cart order, Toter can also provide a service to solicit public choice of cart types and/or sizes by a web-based and/or mailer survey of each residence to be serviced with carts.



4. **UNLOADING AND ASSEMBLY** – According to the schedule to be coordinated with the City/Participating Agency, Toter's Assembly Crew will receive and unload carts at the Assembly Site. The site will be secure, paved, and as centralized as possible to the service area and pre-decided as to who provides the site (typically the City/Participating Agency). Carts will be unloaded and assembled in advance of the beginning of Door-To-Door deliveries.

5. **DOOR-TO-DOOR DELIVERY** – In order to deliver accurately, the City/Participating Agency must provide an electronic address database of each housing unit that will receive carts. The addresses must be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must list each unit separately. For example, four apartments at 208 Elm Street would require separate listings for 208A, 208B, 208C and 208D. We must have the listing at least one week prior to the start of deliveries. The Delivery Crew will set two fully assembled Toter Carts at residences, as designated in the electronic address database.

Each delivery may have a City/Participating Agency designated literature bag attached to the handle area of carts (as required). The RFID Tag (as required) from each cart delivered to an address will be recorded in ToterTrax and will be available in real time on the ToterTrax web portal. (Please see ToterTrax brochure also submitted in this proposal).



We request that a City/Participating Agency employee accompany each delivery crew. This is particularly important, in that this individual can answer customer questions about the new program and address customer requests for exceptions to the normal service. Experience has shown that answering questions on the spot reduces customer complaints, increases customer satisfaction, and will reflect well on the City/Participating Agency.

6. **COMPLETION** – After all carts have been delivered, the crews will clean their work areas prior to departing the City/Participating Agency-provided staging area. All steps of the Assembly and Distribution processes will be completed by the agreed upon date. A final Distribution Report (electronic data report showing cart serial numbers and/or RFID Tag numbers coordinated with delivery addresses) will be presented to the City/Participating Agency following the completion of Cart Distribution, or as otherwise agreed upon by a mutually agreed upon date.
7. **REVISION OF THIS PLAN** – Based on our experience with hundreds of municipal Assembly and Delivery programs, we are open to working with the City/Participating Agency to revise this plan to suit the its specific needs.
8. **PROPOSED SCHEDULE** –Toter will begin delivery of carts to the staging area, at least one week prior to project start date, in order to assemble carts to have an inventory of assembled carts ready for delivery. Meeting the door to door delivery schedule hinges on two factors: (1) receipt of sufficient carts, on time, in Penticton, and (2) delivering them to the residences per the timetable. As for production, Toter will time the manufacture and shipment of carts so that the A&D crew will have all carts needed, with no lapse to slow delivery crews.

Toter always develops a contingency plan for A&D projects that fall behind schedule. First, and most important, we monitor the daily number of cart deliveries to the homes to gauge our progress. If we are not meeting our target rate we immediately take corrective action to get back on schedule. This may involve improving our operations flow to the streets, working our crews on overtime or on Sunday, or increasing the

number of workers and/or delivery vehicles. The City will be notified of any corrective action we take.

We normally build "extra" days into our schedule to be used as make up days should we experience any unexpected weather interruptions in the rollout. A unique part of our contingency planning is to allow our crews to get ahead of schedule by exceeding the target set out rate whenever possible. This creates "slack" in the schedule that prevents weather delays from pushing us off schedule.

Our 30+ years of experience in A&D projects has taught us to meet or exceed the schedules, regardless of what it takes from our staff and factories. We understand and respect the City's contractual obligation to begin service on time with new Toters at every customer's home.

TOTER CUSTOM SOLUTIONS

FULL SERVICE CART MAINTENANCE

PROVIDING HIGH QUALITY RESIDENTIAL CUSTOMER SERVICE

The numerous benefits of Automated Collection Service rely upon every residential customer having a safe, fully functional cart for his or her use. For busy collectors, this need for daily cart maintenance and delivery service to thousands of individual customers spread over a large area is a distraction from providing on-time collection service. Every citizen call to the customer service line begins another race to meet that citizen's, and his or her elected representative's, expectation of prompt and complete cart service at the residence.



Toter, the long established national leader in all aspects of cart service, has 23 years' experience in providing these services at the high level that the City/Participating Agencies have committed to provide. With access to replacement carts and parts, efficient routing technology, and experienced management, Toter Custom Solutions is your partner in this all important aspect of your total service package. We take away the issues of responsiveness and correct service while reducing your cost, overhead and workers' compensation exposure. Toter Full Service Cart Maintenance returns every damaged cart to its original functionality as required by ANSI Standard Z245.30-2008 "Waste Containers – Safety Requirements".

CUSTOMIZED SERVICE TO MEET YOUR SPECIFIC NEEDS

Service requirements vary depending upon established local government policies and collection contract requirements. Response time is often the most important service parameter. No two programs are exactly alike. Cart Maintenance Service is often an excellent opportunity to enlist local Small, Disadvantaged or Minority Businesses as subcontractors, thereby keeping a significant share of the service revenue and jobs in local hands. Factory direct service may be more appropriate in other service areas. Our experienced management team will meet with you to design the best service delivery program to meet your needs.



ACCURATELY BUDGET YOUR CART FLEET COST

Accurately budgeting the cost to maintain a large cart fleet is a common problem for cities and collectors. As the customer of the cart manufacturer, their repair cost is dependent upon the design and durability of the carts purchased. Toter Cart Maintenance transfers the risk of

unpredictable cart maintenance cost back to the original manufacturer while providing a Pre-set fee for service. Toter's "No Fault" service further reduces risk by removing the question of Warranty versus Non-Warranty service. With the exception of fire, theft and vandalism, Toter covers every cause of cart failure without regard to cause or the age of the carts. For carts not manufactured by Toter, our service would be billed on a per repair rate.

CART UNLOADING, ASSEMBLY AND DOOR TO DOOR DELIVERY

Your cart fleet will continue to grow as you add new customers and allow additional carts for some established ones. Toter pioneered the door to door cart delivery service in the late 1970's



and has an unmatched service record for completing system wide rollouts on schedule. From the initial rollout of your cart fleet through the daily work orders to delivery new carts, Toter's service team will handle every aspect of this important service. We will attach any user literature you specify to the cart in a waterproof bag, complete the delivery, and record the cart serial and/or RFID number using whatever software/hardware the City Participating Agencies have selected for work order management (please see our offering for this RFID based Technology). Additional services such as removal and recycling of

obsolete recycling bins are available to meet your specific needs. Deliveries are completed within the agreed upon response time.

RESPONSIVE TO YOU AND YOUR CUSTOMERS

Toter works with customers to establish the customer service method that best meets their requirements. Most cities and collectors prefer to use their own established call centers or customer service numbers to receive their customers' service requests. Our service team will receive, process, and close all work orders back to you electronically. Service is completed within the agreed upon response time, usually two to four business days.

TOTER SERVICE TEAM

Toter uses only factory trained service technicians and customer service representatives. On street service will be performed in clean, well marked vehicles. Our technicians wear clean, neat uniforms that are labeled with the appropriate service identification. Each vehicle carries a sufficient stock of carts and parts to accomplish every repair or replacement at the curb during the first visit to the residence. For safety reasons, we perform all service at the curb and do not enter private property. If the customer does not leave his cart accessible at the curb for service, our service technician will update the work order and the customer will be notified of the attempted service and the service will be rescheduled.



MANAGING YOUR ASSETS

From the beginning of deliveries and continuing through every service day, Toter Custom Solutions will manage and track your valuable cart assets. Carts may be tracked by serial number, RFID number or barcodes, depending upon the customer's needs. Our delivery crews enter every cart delivery to the corresponding address in the customer data base. Every new delivery, cart exchange, and removal of a cart from an account is updated to the data base.

Toter RFID based systems (or user supplied systems) document each electronic work order and inventory/delivery completion. We provide customized reports of the location of all carts, completed transactions, and the number of carts removed from service and recycled.

CURBSIDE SERVICE

Every service call is handled at the curb during the first visit. Customers are not left without a cart. Repairs are completed within 5 minutes and unserviceable carts are removed and replaced with a new or clean, previously used cart according to the terms of our service agreement. Toter provides first quality factory parts and carts and restores every cart to its original ANSI compliant condition. Carts that being exchanged for a different size will be removed, returned to the storage site and cleaned for redeployment according to standards set by our customer. Toter can weld carts, but does not recommend this remedy because experience has shown that a cart that has failed once is likely defective and is prone to fail again. Additional field services such as the mounting of RFID tags on carts scheduled for service are available upon request.

SUSTAINABLE PRACTICES

Toter Custom Solutions will provide service in a sustainable manner that reflects well upon our customer's organization. Beginning with Nestable, Advanced Rotationally Molded Toter Carts, we assist our customers by consuming less plastic resin and steel compared to other cart types, and by increasing delivery efficiency by up to 250% compared to non-nestable cart designs. Toter 'Granite' colors are available with up to 50% recycled content and the public often remarks that they "can see the recycled content in the Granite color."

All Toter service vehicles are GPS directed and routed for efficient service and to minimize fuel consumption and emissions. Unserviceable parts are removed for recycling by Toter's plastic recycling plant or our customer's designated recycler.

The proven 15 to 20+ year service life of Toter Carts far exceeds the reduced service life of 10 years that many cart manufacturers claim. Through cost effective Toter Custom Solutions maintenance, the service life of Toter Carts is further extended, thereby avoiding costly replacements and the consumption of additional plastic and steel in order to maintain refuse or recycling service to customers.

Toter is Tipping the Scale



Toter organics carts have a distinct advantage with their heavier load rating and unique sizing system to prevent the liability of overloading. With a heavier load rating of 6.25 lbs (compared to competitors' load rating of 3.5 lbs) and 21, 32, and 48-gallon cart sizes, Toter organics carts can safely support dense food waste while competitors' carts are constantly overloaded. Overloading creates a liability for the cart owners who employ labor using the carts or provide carts to homeowners. By eliminating overloading with Toter organics carts, you can reduce the possibility for overexertion, injury, and the associated costs.

48 gallon



32 gallon



21 gallon



Toter
Built for Extremes™

Toter®

Built for Extremes™

ORGANICS CARTS



Toter

ORGANICS CARTS

Only Toter offers two-wheel and caster carts specifically designed to withstand heavy, wet, organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. and exceed ANSI standards – they'll withstand 6-1/4 lbs./gallon vs. standard 3-1/2 lbs./gallon.

FEATURES:

- Manufactured with stress-free Advanced Rotational Molding™ for superior durability
- Leak-resistant with a fully enclosed stop bar journal under normal usage
- Rugged Rim® technology extends the life of the cart with reinforced material in critical wear areas
- Bottom wear strip shields against scratches with maximum strength protection
- Industry-leading 12-year body warranty



Available in 21-, 32- and 48- gallon sizes

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

*Factory-installed pull-bar available (5860-50-0002)

*Gasketed locking lid available (ACG64)

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed

*Available at an additional charge



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@wastequip.com
www.toter.com
Toter is a Wastequip® brand



Toter[®]

Built for Extremes[™]



**TOTER® EVR™ II UNIVERSAL/NESTABLE
MODELS #79348, #79332 and #79221
ORGANICS CARTS
PRODUCT SPECIFICATIONS**

MATERIAL/PROCESS:

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 50% recycled resin based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production.

CART LID:

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS:

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish.

CART BODY:

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter, zinc plated steel tubing and is factory installed. Stop bar rotates 360 degrees inside molded plastic journals in the cart body during cart pickup to prevent bar damage. Container body is completely sealed without any open areas.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels for Model #79332 are 8" x 1.75" (nominal) with a minimum RMA load rating of 150 pounds per wheel. All other models are 10" x 1.75" (nominal) with a minimum RMA load rating of 200 pounds per wheel. Both sizes of wheels are blow molded with knobby treads, high molecular weight polyethylene. Wheels are retained with zinc plated steel drive-on pal-nuts.

Ultra High Frequency (UHF) RFID Tag may be installed into handle of cart body at factory. Bar Code/Serial Number combination single graphic may be applied/installed at factory.

BODY MARKINGS:

Sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body. Manufacturers name/code and month/year of manufacture molded into the side.

NESTABILITY:

Nestable design allows FULLY ASSEMBLED Model 79348 and 79332 carts to be stacked one inside another for storage and delivery efficiency and cost savings.

COLOR:

Ultraviolet stabilized, non-fading standard solid colors in Green (#940), Blue (#705), Brown (#270), Gray (#125) or Black (#200). Special Granite colors for body (solid standard color lid) are also available for no additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

DIMENSIONS:

Model #	<u>79248</u>	<u>79332</u>	<u>79321</u>
Length:	28.75"	24.00"	23.50"
Width:	23.50"	19.75"	19.75"

Widths fit through gates and doors.

Height:	37.50"	37.50"	34.50"
---------	--------	--------	--------

CAPACITY:

Volume is 48.14 for Model 79348, 32.2 for Model 79332, and 21.0 for Model 79321, in US Gallons, body of containers only.

FINISHED WEIGHT:

Fully Assembled – 23.8 pounds for Model 79348, 19.88 pounds for Model 79332 and 18.63 pounds for Model 79221.

LOAD RATING:

Specifically designed to withstand heavy, wet organic waste. As heavy-duty, commercial-grade carts, they feature load ratings: Model #79348 is 300 lbs., Model #79332 is 200 lbs., and #79321 is 131 lbs. Load ratings Conforms with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: Model 79296 is 335 lbs., Model 79264 is 224 lbs., Model 79248 is 168 lbs., Model 79235 is 122 lbs., Model 79232 is 112 lbs. and Model 79224 is 84 lbs.

WARRANTY:

Container bodies are covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79348 - ORGANICS LOAD RATED**

**PERFORMANCE OF
WASTE CONTAINERS—SAFETY REQUIREMENTS**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix A-G

Maximum load rating of 3.5 lbs/gal (clause 7.2.4.1.2) was exceeded. 6.25 lbs/gal was used for performance testing for organics recycling.

RESULTS: Passed, see attached table.

CERTIFICATION

I hereby certify that the attached test data represent tests I witnessed 12/09/2013 to 02/04/2014 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79348
ANSI Standard Z245.30-2008 Appendix A-E Data - ORGANICS LOAD RATED

TESTING REQUIREMENT	APPENDIX	LOAD RATING (LBS)	LOAD TESTED (LBS)	DATA	RESULTS
Volumetric loading capacity	A	300	n/a	The volume contained in the body is 48.14 gallons.	Passed
Slope stability	B	300	300	The cart remained stable in 4 of 4 directions for 1) Empty cart and 4 of 4 directions for 2) Cart filled.	Passed
Durability during pulling	C	300	300	The handle, axle and molded-in axle journals remained intact. The wheels retained their shape and rolled true. The container remained completely functional.	Passed
Loading and unloading, TYPE B	D	300	300	The cart's lifting saddle retained its shape and the steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their integrity. The cart remained completely functional. A stand mounted ANSI Type B lifter was used.	Passed
Loading and unloading, TYPE G	D	300	300	The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional. A stand mounted ANSI Type G lifter was used.	Passed
Center of balance position	E	300	300	The average height of the handle was 29-3/8".	Passed
Force to tip	F	300	300	The average maximum force required to tip was 56.3 lbs.	Passed
Lid test	G	--	80	The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.	Passed



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

**TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79332 - ORGANICS LOAD RATED**

**PERFORMANCE OF
WASTE CONTAINERS—SAFETY REQUIREMENTS**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix A-G

Maximum load rating of 3.5 lbs/gal (clause 7.2.4.1.2) was exceeded. 6.25 lbs/gal was used for performance testing for organics recycling.

RESULTS: Passed, see attached table.

CERTIFICATION

I hereby certify that the attached test data represent tests I witnessed 12/09/2013 to 02/04/2014 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE

TOTER® 32 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79332

ANSI Standard Z245.30-2008 Appendix A-E Data - ORGANICS LOAD RATED

TESTING REQUIREMENT	APPENDIX	LOAD RATING (LBS)	LOAD TESTED (LBS)	DATA	RESULTS
Volumetric loading capacity	A	200	n/a	The volume contained in the body is 32.20 gallons.	Passed
Slope stability	B	200	200	The cart remained stable in 4 of 4 directions for 1) Empty cart and 4 of 4 directions for 2) Cart filled.	Passed
Durability during pulling	C	200	200	The handle, axle and molded-in axle journals remained intact. The wheels retained their shape and rolled true. The container remained completely functional.	Passed
Loading and unloading, TYPE B	D	200	200	The cart's lifting saddle retained its shape and the steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their integrity. The cart remained completely functional. A stand mounted ANSI Type B lifter was used.	Passed
Loading and unloading, TYPE G	D	200	200	The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional. A stand mounted ANSI Type G lifter was used.	Passed
Center of balance position	E	200	200	The average height of the handle was 31"	Passed
Force to tip	F	200	200	The average maximum force required to tip was 31.9 lbs.	Passed
Lid test	G	--	80	The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.	Passed

**TOTER® 21 GALLON EVR II UNIVERSAL CART
PART NO. 79321 - ORGANICS LOAD RATED**

**PERFORMANCE OF
WASTE CONTAINERS—SAFETY REQUIREMENTS**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix A-G

*Maximum load rating of 3.5 lbs/gal (clause 7.2.4.1.2) was exceeded.
6.25 lbs/gal was used for performance testing for organics recycling.

**Volumetric loading capacity (clause 7.2.4.2.1) was measured to liquid
level at front rim.

RESULTS: Passed, see attached table.

CERTIFICATION

I hereby certify that the attached test represents test I witnessed 12/09/2013 to
02/04/2014 and was conducted according to the procedures described above.

Respectfully submitted,

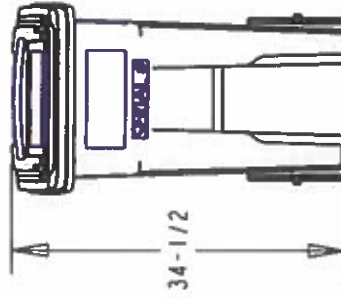
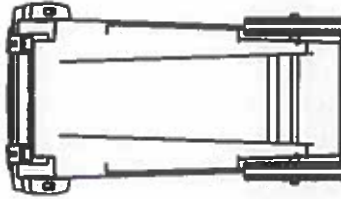
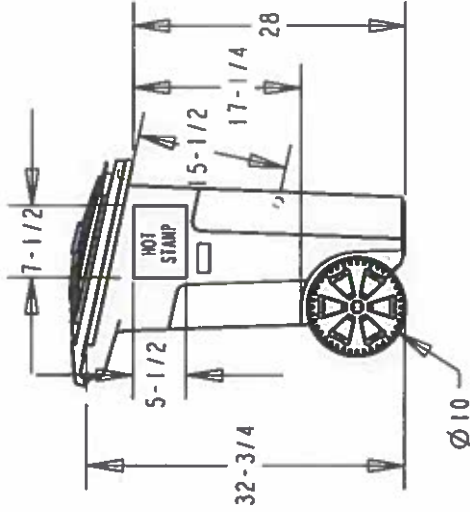
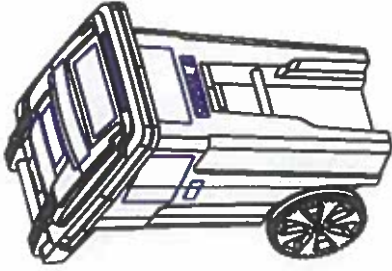
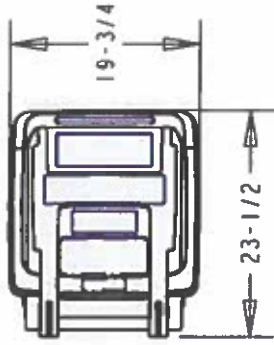
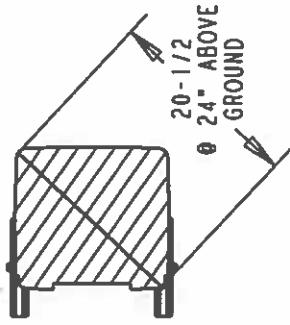


Todd Wright
Manager of Product Development

TOTER® 21 GALLON EVR II UNIVERSAL CART PART NO. 79321
ANSI Standard Z245.30-2008 Appendix A-E Data - ORGANICS LOAD RATED

TESTING REQUIREMENT	APPENDIX	LOAD RATING (LBS)	LOAD TESTED (LBS)	DATA	RESULTS
Volumetric loading capacity	A	131	n/a	The volume contained in the body is 21.40 gallons at front rim.	Passed
Slope stability	B	131	131	The cart remained stable in 4 of 4 directions for 1) Empty cart and 3 of 4 directions for 2) Cart filled.	Passed
Durability during pulling	C	131	150	The handle, axle and molded-in axle journals remained intact. The wheels retained their shape and rolled true. The container remained completely functional.	Passed
Loading and unloading, TYPE B	D	131	150	The cart's lifting saddle retained its shape and the steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their integrity. The cart remained completely functional. A stand mounted ANSI Type B lifter was used.	Passed
Loading and unloading, TYPE G	D	131	150	The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional. A stand mounted ANSI Type G lifter was used.	Passed
Center of balance position	E	131	131	The average height of the handle was 29-3/8".	Passed
Force to tip	F	131	131	The average maximum force required to tip was 24.1 lbs.	Passed
Lid test	G	--	80	The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.	Passed

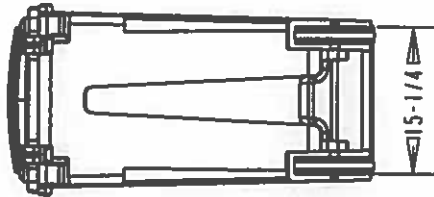
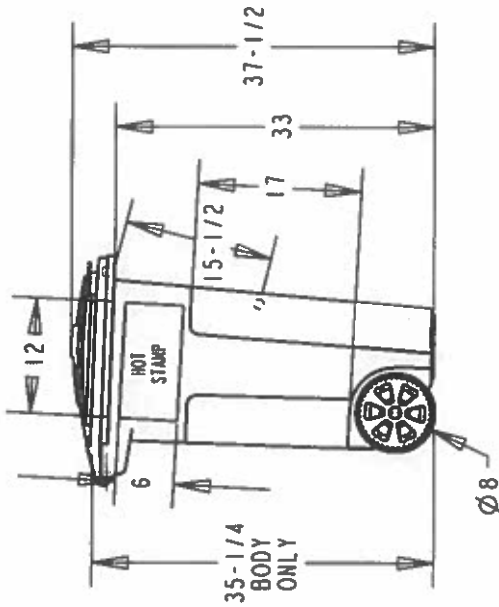
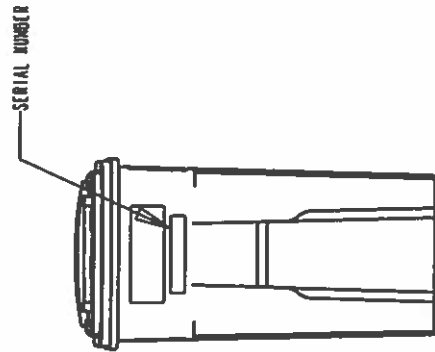
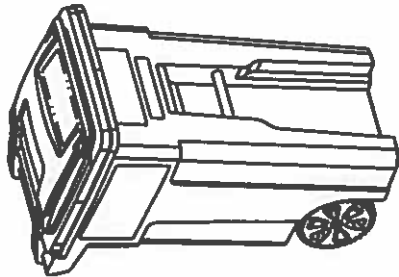
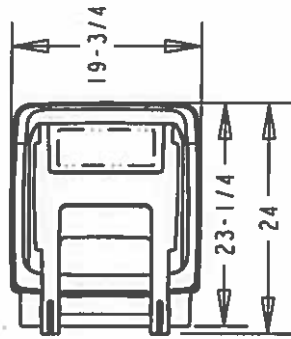
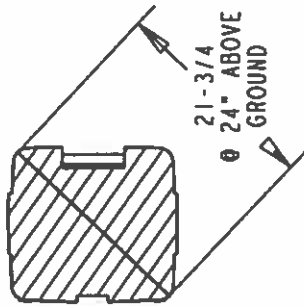
SECTION GRIP-GRIP



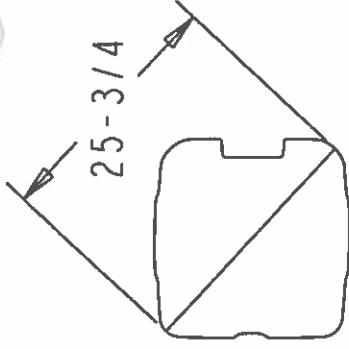
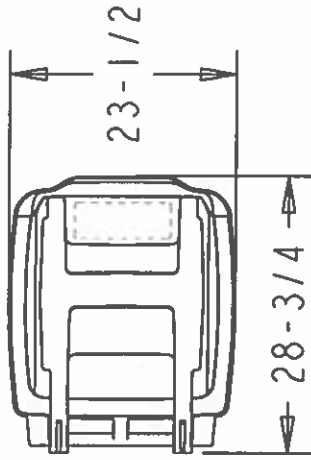
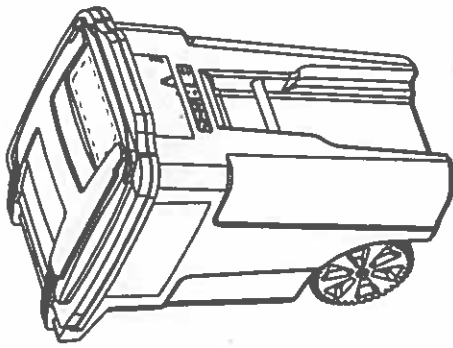
* VOLUME MEASURED TO LIQUID LEVEL OF FRONT RIM *

PART NO.	79321	TITLE:	21 GALLON ORGANICS EVR 11		TOTER	
LOAD RATING:	131 lbs.	SCALE:	0.050	DATE:	JUL-18-14	STATESVILLE, N.C.
WEIGHT	18.63 lbs.					
FEATURES:	Rotating steel stopbar. RUGGED RIM.					DRAWING NO. PS-1213

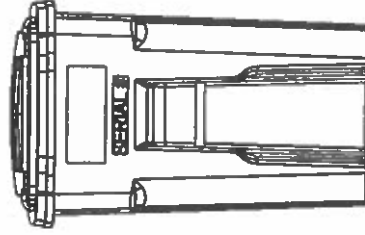
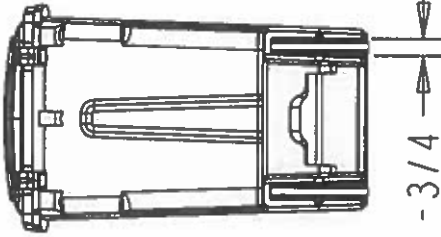
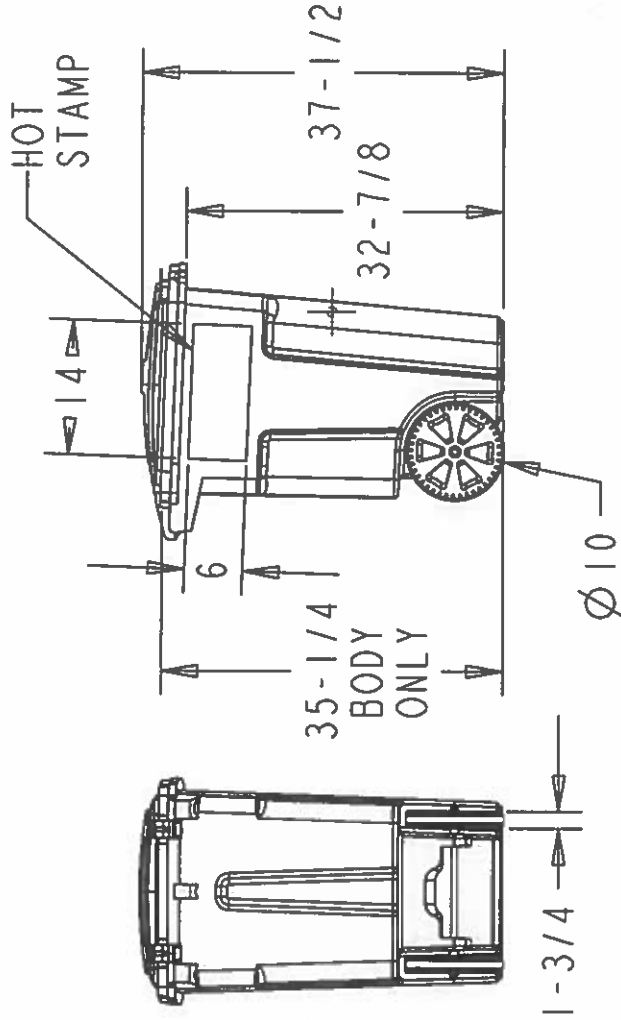
SECTION GRIP-GRIP



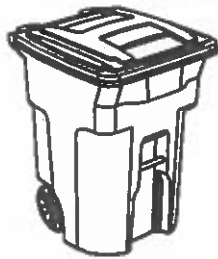
PART NO.	ONA32 / 79332	TITLE:		32 Gallon ORGANICS EVR 11		TOTER	
LOAD RATING:	200 lbs.					STATESVILLE, N.C.	
WEIGHT	19.9 lbs.			SCALE:	0.050	DATE:	JUL-18-14
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.						
						DRAWING NO.	PS-1207



NOMINAL GRIP
DIAMETER



PART NO.	ONA48/79348	TITLE:	48 GALLON ORGANICS EVR 11	TOTER	
LOAD RATING:	300 lbs.	SCALE:	1:20	STATESVILLE, N.C.	
WEIGHT	23.8 lbs.	DATE:	Jul-18-14	DRAWING NO.	PS-1208
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.				



EVR II Cart Assembly

For Toter Cart Models: 79224, 79232, 79248, 79264, 79296

Palnut



Wheel



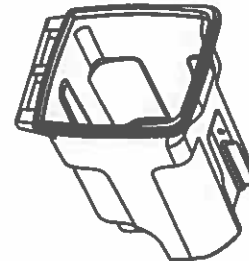
Spacer



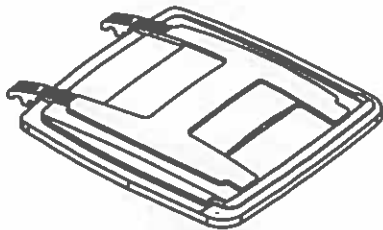
Axle



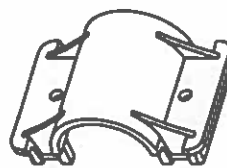
Cart Body



Cart Lid



Hinge Bracket



Torx Fastener



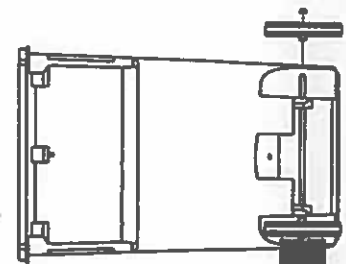
Wheel Assembly

(MODEL 79232 ONLY)

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Slide spacer then wheel onto axle.
4. Drive palnut onto axle with hammer.
5. Flip cart and repeat. Stand cart upright on wheels.

(ALL OTHER MODELS)

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Slide a wheel, spacer side facing down, onto axle.
4. Drive palnut onto axle with hammer.
5. Flip cart and repeat. Stand cart upright on wheels.

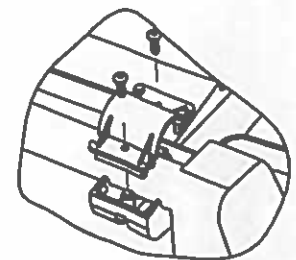


Lid Assembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

Warning: If using a power tool, set clutch at minimum needed to tighten fastener properly.

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Snap hinge bracket into lid hinge fully.
4. Screw torx fasteners into hinge bracket holes. Tighten fastener until its head makes contact with surface of bracket and bracket seats into lid hinge.



WHEEL DISASSEMBLY for 120L / 32G Toter Model 79232: HOW TO REMOVE A PAL-NUT

TOOLS NEEDED: HAMMER, LARGE FLAT SCREW DRIVER

1. PLACE SCREW DRIVER ON TAB IN PAL-NUT AS SHOWN IN FIGURE 1.
2. USING HAMMER, HIT SCREW DRIVER AS SHOWN IN FIGURE 2 AT LEAST TWICE.
3. ROTATE PAL-NUT AND REPEAT ON OTHER SIDE.
4. PULL OFF PAL-NUT.

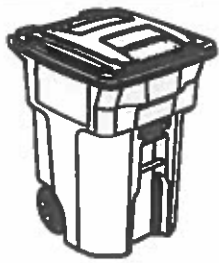
IF PAL-NUT DOES NOT PULL OFF, REPEAT ABOVE STEPS. ALSO, TRY HITTING BACK OF WHEEL WITH HAMMER.



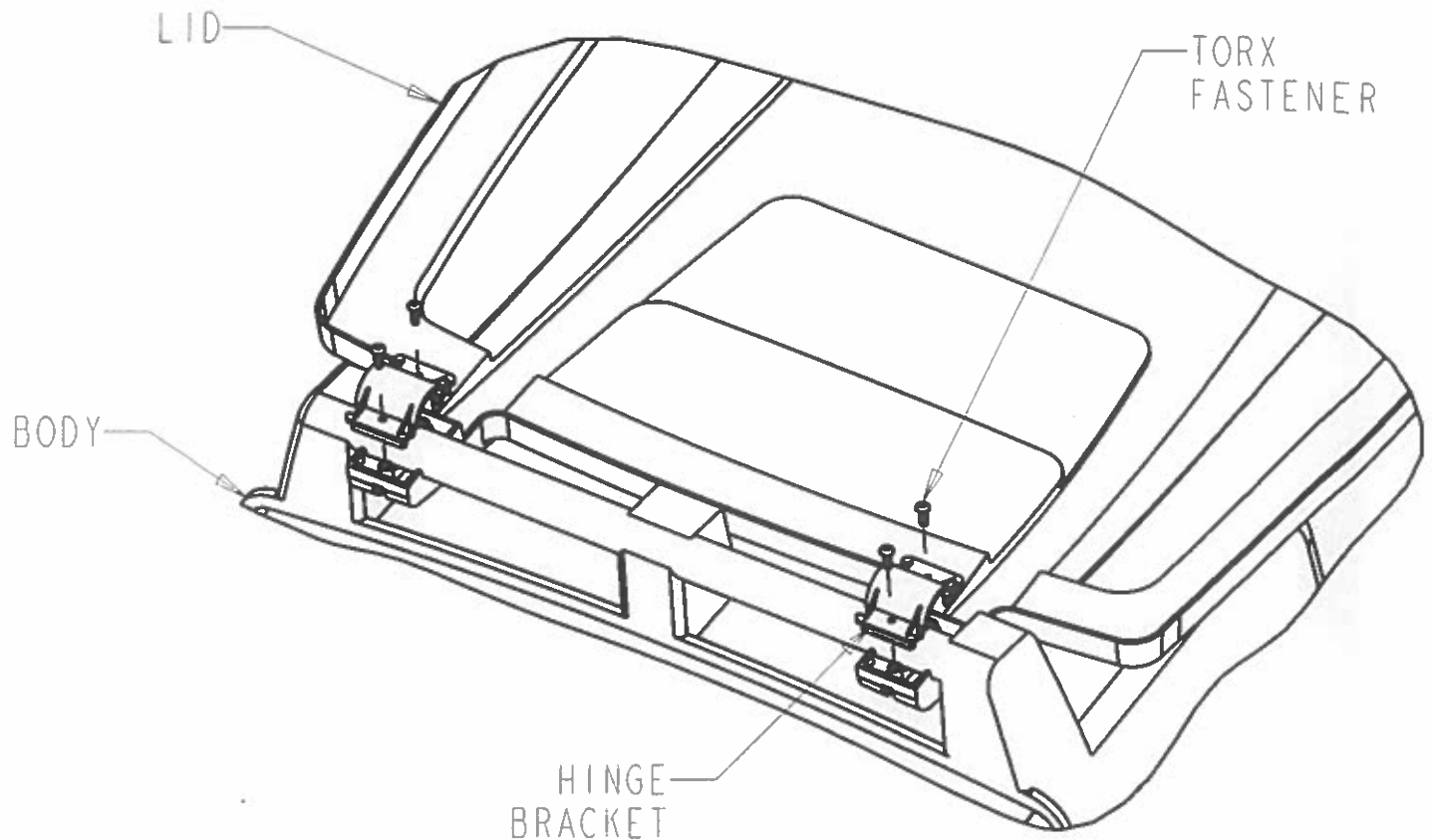
FIGURE 1. PAL-NUT TAB



FIGURE 2. SCREWDRIVER
PLACEMENT



Cart Lid Disassembly



Lid Disassembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Unscrew torx fasteners from hinge bracket holes.
4. Unsnap hinge brackets from lid hinges.
5. Remove lid.

Installing a Stop Bar in Toter EVR II Cart

- Lay the cart on its backside and position yourself at the top opening of the cart.
- Insert Stop Bar into one journal as far as possible, with the other side of the stop bar resting against the opposite wall of the recess in the front of the cart
- Place a putty knife below opposite journal between the end of the Stop Bar and the cart recess wall. This provides a surface for the plastic end cap of the Stop Bar to slide on. Pull up on the Stop Bar until the end of the bar slides up the putty knife blade and pops into the journal.

Tools Needed for Toter Cart Repairs

For Pal Nut and Axle Removal/Replacement

Hammer
Large Flat Screw Drive

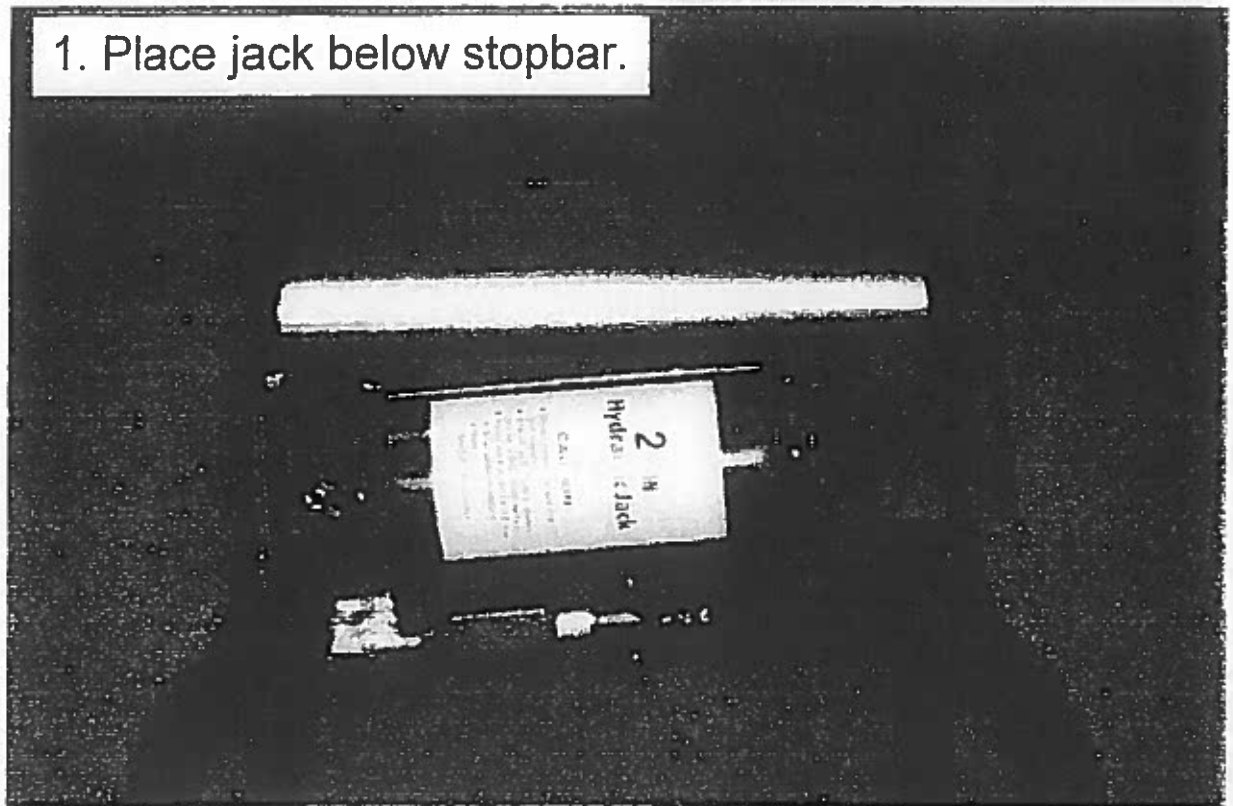
For Lid Removal/Replacement

T25 Torx Driver

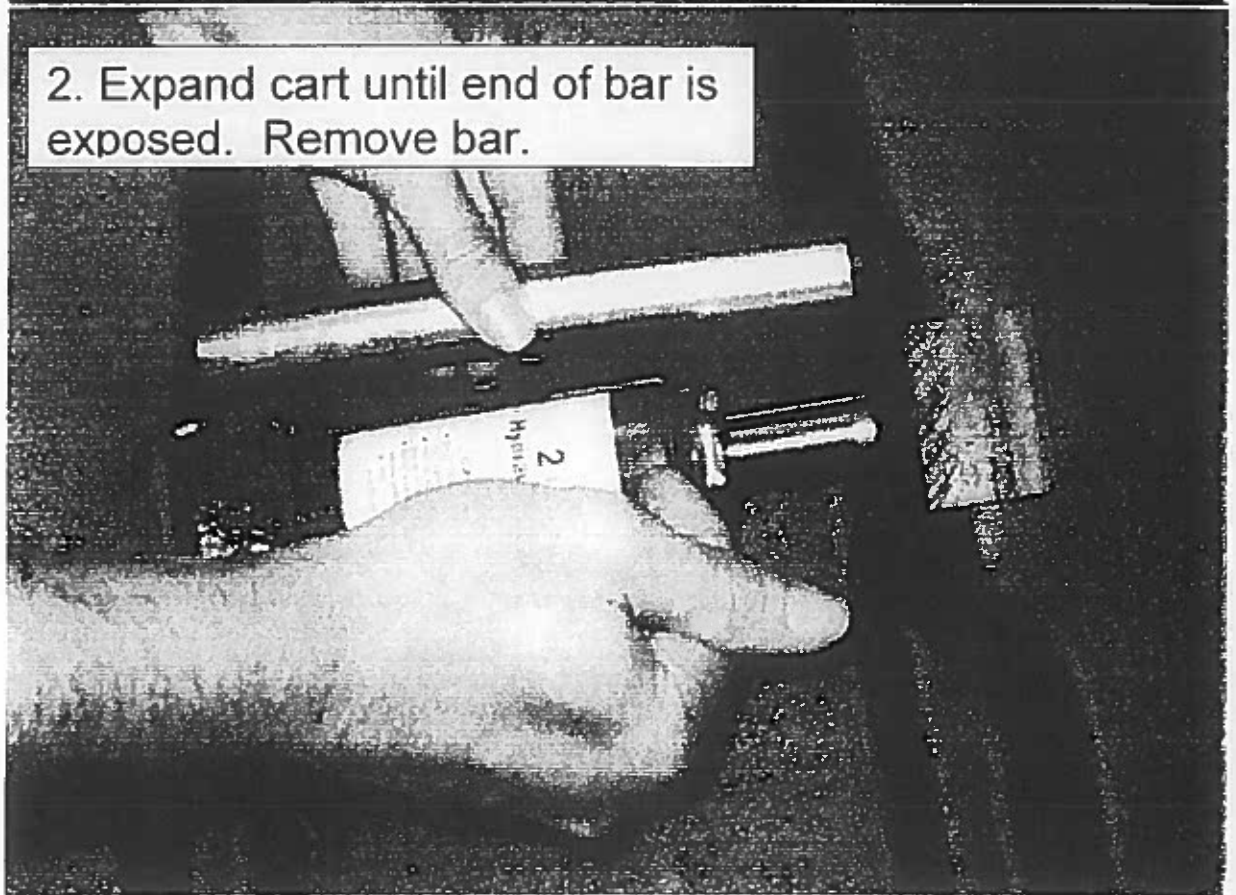
For Stop Bar Replacement

Toter Hydraulic Bottle Jack (EVR II)

1. Place jack below stopbar.



2. Expand cart until end of bar is exposed. Remove bar.



3. Insert new stopbar into cart.

4. Release jack and remove.

Toter®

Built for Extremes™

EVR-I CARTS



Toter®



Instant Curb Appeal

EVR-1 CARTS

No other curbside collection cart is built to last quite like a Toter. Manufactured with Toter's very own stress-free Advanced Rotational Molding™ process, our carts provide superior product durability for years and years of service. Toter carts are extremely flexible and impact-resistant and easily handle the day-to-day abuse of curbside waste collection.

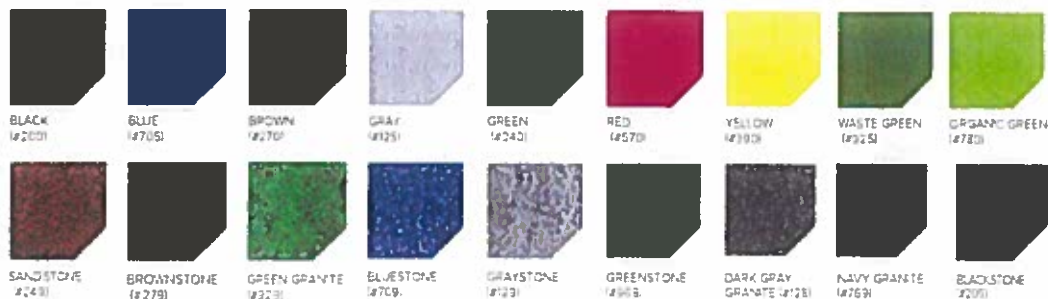
- Industry-leading 12-year body warranty
- Universal design for both semi- and fully-automated collection
- Constructed with up to 50% recycled material and are 100% recyclable
- 360° rotating steel stop bar fits in molded-in journals
- Bottom wear strips provide outstanding abrasion protection

Available in 32-, 64- and 96-gallon sizes



AVAILABLE COLORS

Toter cans are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@toter.com
www.toter.com
Toter is a Wastequip® brand

Universal Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
76532	32-gallon	24-1/4" x 19-1/4" x 38-3/4"	112 lbs / 50.8 kg	10"
76535	35-gallon	24-1/4" x 19-1/4" x 39"	122 lbs / 55.3 kg	10"
76564	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
76596	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Fully Automated Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
52532	32-gallon	24-1/4" x 19-1/4" x 38-3/4"	112 lbs / 50.8 kg	10"
52535	35-gallon	24-1/4" x 19-1/4" x 39"	122 lbs / 55.3 kg	10"
57564	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
57596	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Co-Collection Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
77564	64-gallon	29" x 29-1/4" x 41-3/4"	224 lbs / 101.6 kg	10"
77596	96-gallon	32-1/4" x 30-1/2" x 49"	335 lbs / 151.9 kg	10"



Ventilated Yard Waste Carts (Universal)

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
76864	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
76896	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@toter.com
www.toter.com
Toter is a Wastequip® brand



Toter[®]

Built for Extremes[™]



TOTER® EVR™ I Universal
Models #76596, #76564, #76535, #76532
PRODUCT SPECIFICATIONS

MATERIAL/PROCESS:

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 50% recycled resin based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production.

CART LID:

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS:

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish.

CART BODY:

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection.

Stop bar is 1.0" diameter, zinc plated steel tubing and is factory installed. Stop bar rotates 360 degrees inside molded plastic journals in the cart body during cart pickup to prevent bar damage.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels are 10" x 1.75" (nominal), blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

Ultra High Frequency (UHF) RFID Tag may be installed into handle of cart body at factory. Bar Code/Serial Number combination single graphic may be applied/installed at factory.

BODY MARKINGS:

Sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, considering the number sequence from the City. Manufacturers name/code and month/year of manufacture molded into the side.

COLOR:

Ultraviolet stabilized, non-fading standard colors – Gray (#125), Green (#940), Blue (#705), Black (#200) or Brown (#270). Special granite colors for body (solid standard color lid) are also available for no additional charge – Graystone (#129), Dark Gray Granite (#149), Toter Green Granite (#929), Greenstone (#968), Navy Granite (#769), Bluestone (#709) Brownstone (#279), Sandstone (#249) and Blackstone (#209).

<u>DIMENSIONS:</u>	<u>76596</u>	<u>76564</u>	<u>76535</u>	<u>76532</u>
Length:	34.50"	30.00"	24.25"	24.25"
Width:	29.25"	27.50"	19.25"	19.25"
	Fits through gates and doors.			
Height:	46.75"	40.00"	39.00"	38.75"

CAPACITY:

Volume 96.36 gallons for Model 76596, 63.74 gallons for Model 76564, 34.85 for Model 76535, and 31.61 for Model 76532, body of container only.

FINISHED WEIGHT:

Fully Assembled – 35.2 pounds for Model 76596, 27.5 pounds for Model 76564, 21.53 pounds for Model 76535, and 21.53 pounds for Model 76532.

LOAD RATING:

Conforms with ANSI Standard Z245.30 which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: 335 pounds for Model 76596, 224 pounds for Model 76564, 122 pounds for Model 76535, and 112 pounds for Model 76532.

WARRANTY:

Container bodies are covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.



TOTER® EVR™ I Universal
Models #57596, #57564, #52535, #52532
PRODUCT SPECIFICATIONS

MATERIAL/PROCESS:

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Carts may be manufactured using up to 50% recycled resin based on color of cart. Recycled resin subject to availability of acceptable recycled resin materials at time of production.

CART LID:

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS:

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish.

CART BODY:

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Wheels are 10" x 1.75" (nominal), blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

Ultra High Frequency (UHF) RFID Tag may be installed into handle of cart body at factory. Bar Code/Serial Number combination single graphic may be applied/installed at factory.

BODY MARKINGS:

Sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, considering the number sequence from the City. Manufacturers name/code and month/year of manufacture molded into the side.

COLOR:

Ultraviolet stabilized, non-fading standard colors – Gray (#125), Green (#940), Blue (#705), Black (#200) or Brown (#270). Special granite colors for body (solid standard color lid) are also available for no additional charge – Graystone (#129), Dark Gray Granite (#149), Toter Green Granite (#929), Greenstone (#968), Navy Granite (#769), Bluestone (#709) Brownstone (#279), Sandstone (#249) and Blackstone (#209).

<u>DIMENSIONS:</u>	<u>57596</u>	<u>57564</u>	<u>52535</u>	<u>52532</u>
Length:	34.50"	30.00"	24.25"	24.25"
Width:	29.25"	27.50"	19.25"	19.25"
	Fits through gates and doors.			
Height:	46.75"	40.00"	39.00"	38.75"

CAPACITY:

Volume 96.36 gallons for Model 57596, 63.74 gallons for Model 57564, 34.85 for Model 52535, and 31.61 for Model 52532, body of container only.

FINISHED WEIGHT:

Fully Assembled – 35.2 pounds for Model 57596, 27.5 pounds for Model 57564, 21.53 pounds for Model 52535, and 21.53 pounds for Model 52532.

LOAD RATING:

Conforms with ANSI Standard Z245.30 which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: 335 pounds for Model 57596, 224 pounds for Model 57564, 122 pounds for Model 52535, and 112 pounds for Model 52532.

WARRANTY:

Container bodies are covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.

Please Note:

Toter has provided ANSI Test Results, Wind Tunnel Test Results, and Drawings for universal (Type B and G) E VR I Models 76596, 76564, 76535, and 76532.

Models 57596, 57565, 52535, and 52532 are automated carts and are identical to these carts, but do not feature a stop bar for semi-automated (Type B) collection. (Information is available upon request.)

Toter®
BUILT FOR EXTREMES™



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

PHONE & FAX (704) 878-2996

November 21, 2000

Mr. Todd Wright
Toter Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Mr. Wright:

At your request, I reviewed the ANSI Z245.30 Standard for Refuse Collection, Processing, and Disposal Equipment- Waste Containers- Safety Requirements revised in 1999. The previous version was issued in 1994. The purpose was to determine what difference, if any, exists between the two versions.

The only differences found were in Appendices A and B. In Appendix A, Volumetric Loading Capacity Test Method for Carts, the difference is in the accuracy of measurement requirement. The old accuracy had to be within $\pm 1\%$ of the measured capacity of the cart. The new requirement only has to be within $\pm 2\%$ of the measured capacity of the cart. Since this relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix A exceed the new requirements.

In Appendix B, Slope Stability Test Method, the first difference is in the definition of a normal slope. The old definition had a slope requirement of 10 degrees to the horizontal. The new requirement only has to be 5 degrees to the horizontal. Since this is a flatter slope and relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix B exceed the new requirements. The other difference is the addition of the test surface specification. The new specification requires the surface to be broom or brushed finished concrete. Since the old standard did not have a test surface specification, all Toter carts tested to the previous ANSI Standard Appendix B were tested using a heavy gauge sheet metal ramp bent to the required slope and reinforced to provide stiffness. The surface was painted with non-slip paint. Although this is a minor difference that I feel meets the intent of the Standard; it does not meet the letter of the new Standard. Since the new slope requirement is half of that to which the carts were tested and the painted metal is a slicker surface than broom finished concrete, I suspect that the cart will now pass the test in all four directions. This exceeds the Standard's new requirements.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART BODY
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 96.27 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on March 10, 1994 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix B

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix C

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 7 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER[®] 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

RESULTS: Passed (fully automated dumping)

COMMENTS

A Sunbelt "Bandit" fully automated arm was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 6 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix E

RESULTS: Passed

COMMENTS

The average height of the handle was 36 7/8" above the ground at its center of balance position.

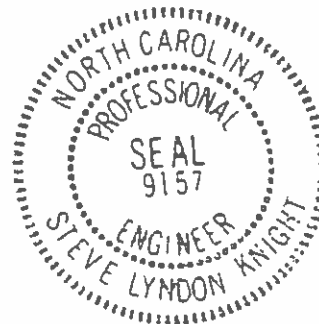
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix F

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 61.76 pounds.

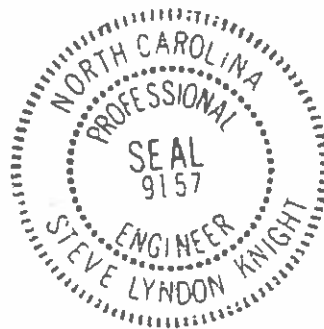
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

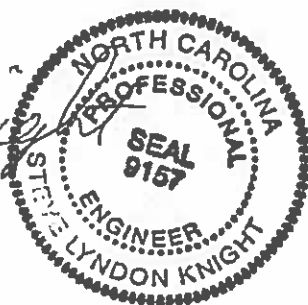
The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

PHONE & FAX (704) 878-2996

November 21, 2000

Mr. Todd Wright
Toter Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Mr. Wright:

At your request, I reviewed the ANSI Z245.30 Standard for Refuse Collection, Processing, and Disposal Equipment- Waste Containers- Safety Requirements revised in 1999. The previous version was issued in 1994. The purpose was to determine what difference, if any, exists between the two versions.

The only differences found were in Appendices A and B. In Appendix A, Volumetric Loading Capacity Test Method for Carts, the difference is in the accuracy of measurement requirement. The old accuracy had to be within $\pm 1\%$ of the measured capacity of the cart. The new requirement only has to be within $\pm 2\%$ of the measured capacity of the cart. Since this relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix A exceed the new requirements.

In Appendix B, Slope Stability Test Method, the first difference is in the definition of a normal slope. The old definition had a slope requirement of 10 degrees to the horizontal. The new requirement only has to be 5 degrees to the horizontal. Since this is a flatter slope and relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix B exceed the new requirements. The other difference is the addition of the test surface specification. The new specification requires the surface to be broom or brushed finished concrete. Since the old standard did not have a test surface specification, all Toter carts tested to the previous ANSI Standard Appendix B were tested using a heavy gauge sheet metal ramp bent to the required slope and reinforced to provide stiffness. The surface was painted with non-slip paint. Although this is a minor difference that I feel meets the intent of the Standard; it does not meet the letter of the new Standard. Since the new slope requirement is half of that to which the carts were tested and the painted metal is a slicker surface than broom finished concrete, I suspect that the cart will now pass the test in all four directions. This exceeds the Standard's new requirements.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

TOTER® 64 GALLON XHD EVR UNIVERSAL CART BODY
PART NO. 76564

TEST METHOD

ANSI Standard Z245.30-1994 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 63.74 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on May 11, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564

TEST METHOD

ANSI Standard Z245.30-1994 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 225 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions during the loaded test. During the empty portion of the test, the cart remained stable in three directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 225 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 6, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

Test Loading: Filled cart with 225 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 225 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 6 to September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

Test Loading: Filled cart with 225 lbs.

RESULTS: Passed (fully automated dumping)

COMMENTS

A Sunbelt "Bandit" fully automated arm was used to dump the cart with a load of no less than 225 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 6 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix E

Test Loading: Filled cart with 225 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 31 1/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564

TEST METHOD

ANSI Standard Z245.30-1994 Appendix F

Test Loading: Filled cart with 225 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 55.16 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LID TEST

TOTER® 64 GALLON XHD EVR UNIVERSAL CART
PART NO. 76564

TEST METHOD

ANSI Standard Z245.30-1994 Appendix G

RESULTS: Passed

COMMENTS

The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

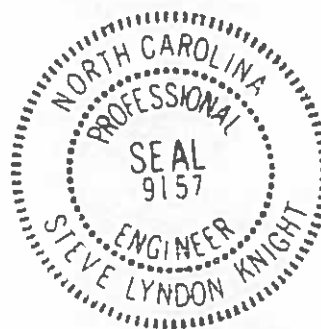
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER 35 GALLON EVR UNIVERSAL CART
PART NO. 76535 WITH 96735 LID**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A and section 7.2.4.2.1

RESULTS: Passed

COMMENTS

The volume contained in body plus lid minus interference, is 34.85 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on February 13, 2007 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 35 GALLON EVR UNIVERSAL CART
PART NO. 76535**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 122 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 4, 2010 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING
TOTER® 35 GALLON EVR UNIVERSAL CART
PART NO. 76535

TEST METHOD

ANSI Standard Z245.30-2008 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 125 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on July 7, through July 8, 2010 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST
TOTER® 35 GALLON EVR UNIVERSAL CART
PART NO. 76535

TEST METHOD

ANSI Standard Z245.30-2008 Appendix D

Test Loading: Filled cart with 125 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 125 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on July 9 and July 12, 2010 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 35 GALLON EVR UNIVERSAL CART PART NO. 76535

TEST METHOD

ANSI Standard Z245.30-2008 Appendix D

Test Loading: Filled cart with 125 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 125 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on July 13 and July 14, 2010 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

TOTER® 35 GALLON EVR UNIVERSAL CART PART NO. 76535

TEST METHOD

ANSI Standard Z245.30-2008 Appendix E

Test Loading: Filled cart with 122 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 30 3/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 4, 2010 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 35 GALLON EVR UNIVERSAL CART PART NO. 76535

TEST METHOD

ANSI Standard Z245.30-2008 Appendix F

Test Loading: Filled cart with 122 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 24.1 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 4, 2010 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 35 GALLON EVR UNIVERSAL CART
PART NO. 76535**

TEST METHOD

ANSI Standard Z245.30-2008 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 96735) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on October 24, 2001 and was conducted according to the procedures described above.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

PHONE & FAX (704) 878-2996

November 21, 2000

Mr. Todd Wright
Toter Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Mr. Wright:

At your request, I reviewed the ANSI Z245.30 Standard for Refuse Collection, Processing, and Disposal Equipment- Waste Containers- Safety Requirements revised in 1999. The previous version was issued in 1994. The purpose was to determine what difference, if any, exists between the two versions.

The only differences found were in Appendices A and B. In Appendix A, Volumetric Loading Capacity Test Method for Carts, the difference is in the accuracy of measurement requirement. The old accuracy had to be within $\pm 1\%$ of the measured capacity of the cart. The new requirement only has to be within $\pm 2\%$ of the measured capacity of the cart. Since this relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix A exceed the new requirements.

In Appendix B, Slope Stability Test Method, the first difference is in the definition of a normal slope. The old definition had a slope requirement of 10 degrees to the horizontal. The new requirement only has to be 5 degrees to the horizontal. Since this is a flatter slope and relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix B exceed the new requirements. The other difference is the addition of the test surface specification. The new specification requires the surface to be broom or brushed finished concrete. Since the old standard did not have a test surface specification, all Toter carts tested to the previous ANSI Standard Appendix B were tested using a heavy gauge sheet metal ramp bent to the required slope and reinforced to provide stiffness. The surface was painted with non-slip paint. Although this is a minor difference that I feel meets the intent of the Standard; it does not meet the letter of the new Standard. Since the new slope requirement is half of that to which the carts were tested and the painted metal is a slicker surface than broom finished concrete, I suspect that the cart will now pass the test in all four directions. This exceeds the Standard's new requirements.

Sincerely,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 31.61 gallons.

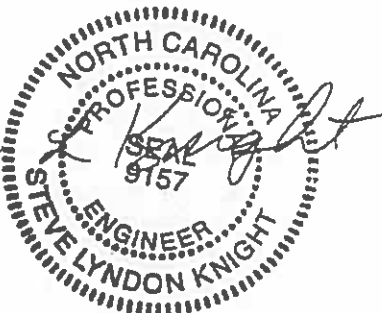
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on April 19, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in three directions during the loaded and unloaded tests.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on April 25, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

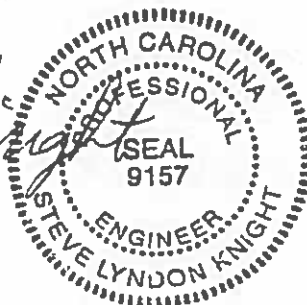
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on April 23, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

Test Loading: Filled cart with 112 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

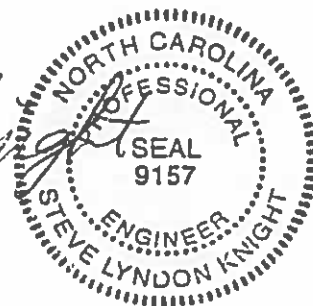
A Toter Trimlift II cart dumper was used to dump the cart with a load of 112 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on April 23, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

Test Loading: Filled cart with 112 lbs.

RESULTS: Passed (fully automated dumping)

COMMENTS

A Sunbelt "Bandit" fully automated arm was used to dump the cart with a load of 112 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 20, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix E

Test Loading: Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 27.33" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on April 25, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532

TEST METHOD

ANSI Standard Z245.30-1994 Appendix F

Test Loading: Filled cart with 112 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 24.33 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on April 25, 1997 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

CERTIFICATION OF LID TEST

**TOTER® 32 GALLON XHD EVR UNIVERSAL CART
PART NO. 76532**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix G

RESULTS: Passed

COMMENTS

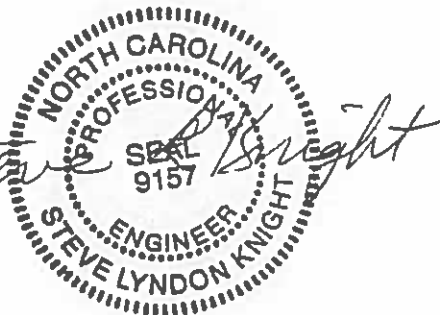
The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

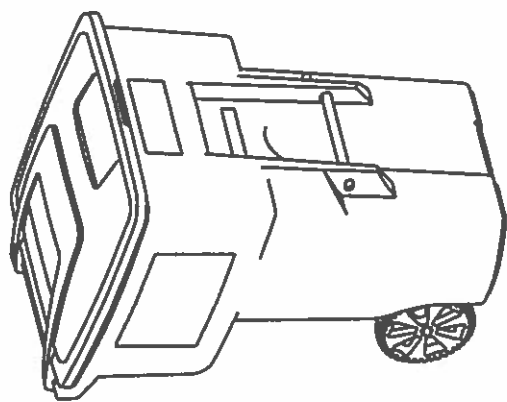
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

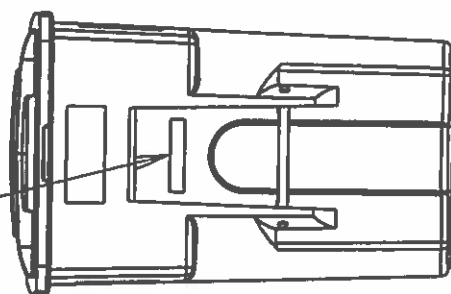
Respectfully submitted,

Steve L. Knight, PE

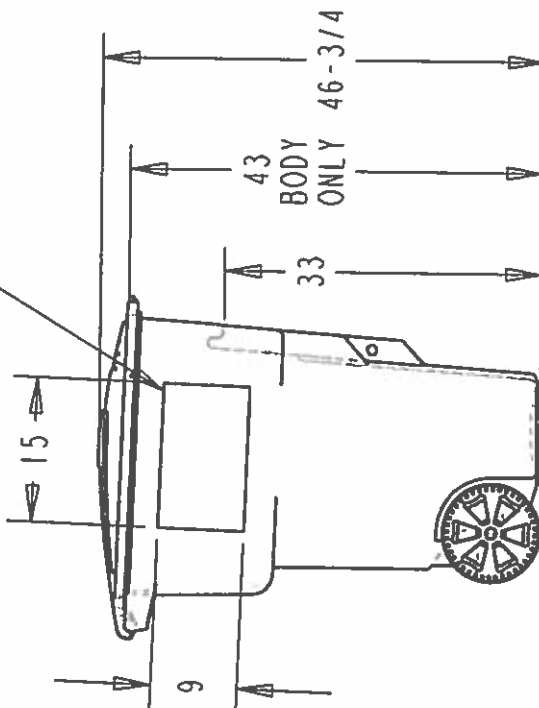




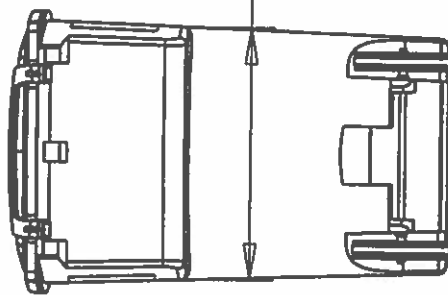
SERIAL
NUMBER



HOT
STAMP



26 GRIP DIA.
Ø 24" off
ground.



TOTER
STATESVILLE, N.C.

TITLE:
96 GAL. EVR UNIVERSAL CART

DATE: 03-NOV-94

SCALE: 1:20

PART NO. 76596

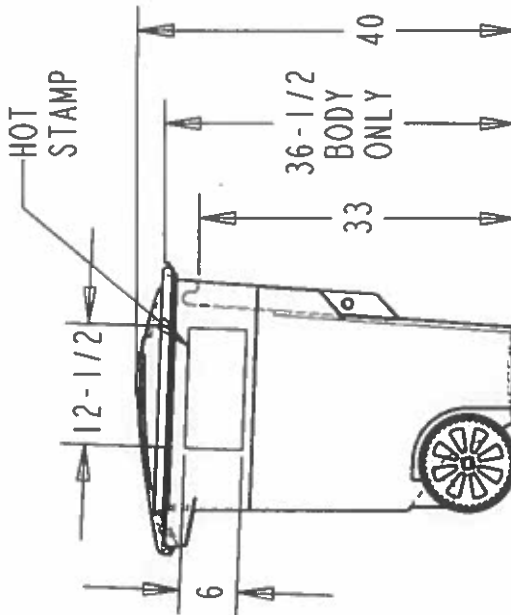
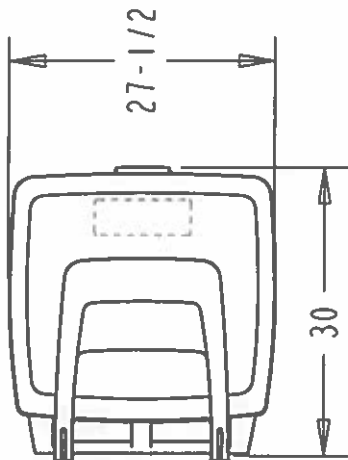
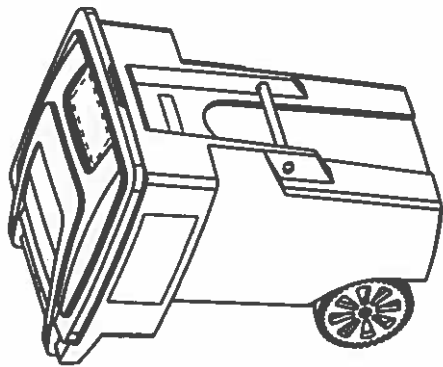
LOAD RATING: 335 LBS.

WEIGHT 35 LBS.

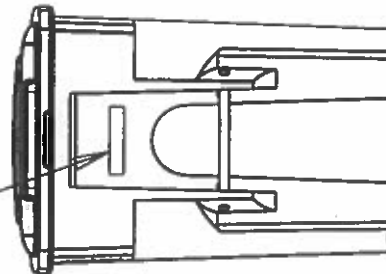
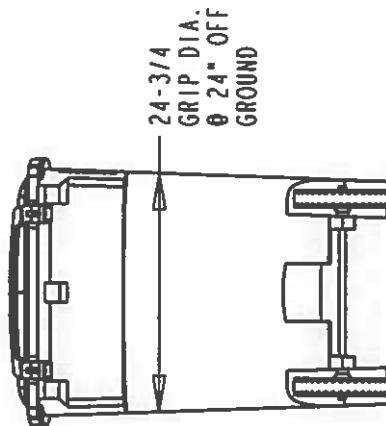
FEATURES: Rotating steel stopbar. Handle is 100% part of cart body.

DRAWING
NO.

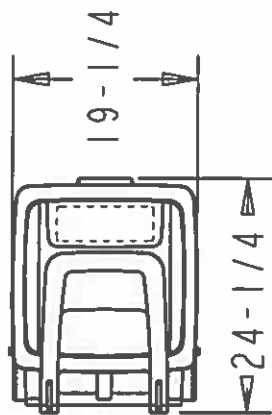
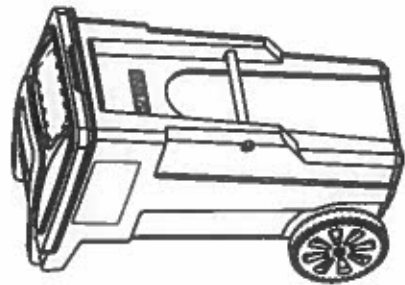
PS-1186



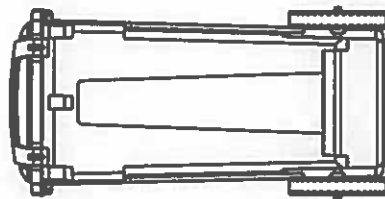
SERIAL
NUMBER



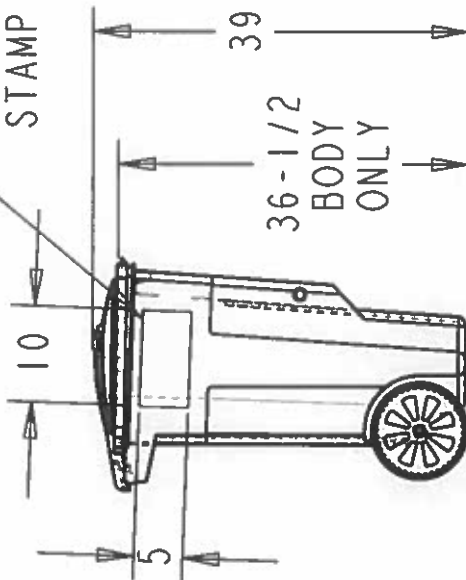
PART NO.	76564	TITLE:	64 GAL. EVR UNIVERSAL CART	TOTER
LOAD RATING:	224 LBS.	SCALE:	0.050	STATESVILLE, N.C.
WEIGHT	27-1/2 LBS.	DATE:	11-3-94	
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.			DRAWING NO. PS-1184



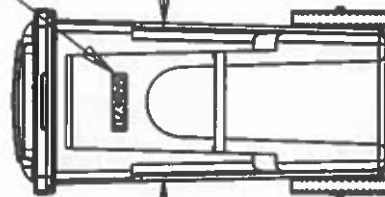
SERIAL
NUMBER



HOT
STAMP

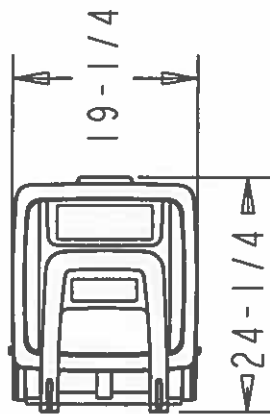
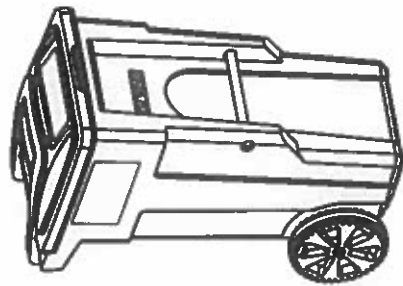


20-1/4 GRIP DIA. Ø
24" OFF GROUND



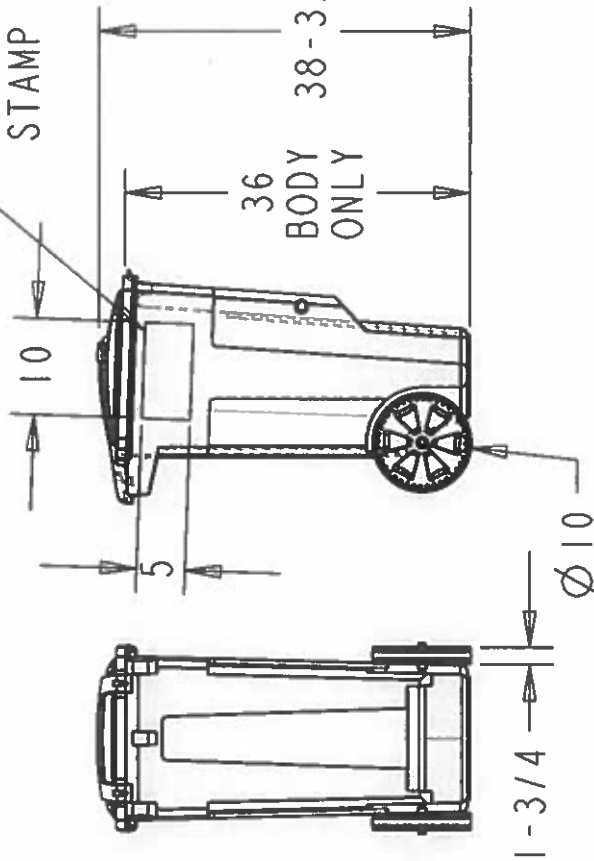
1-3/4

PART NO.	76535	TITLE:	35 GAL. EVR UNIVERSAL CART	TOTER	
LOAD RATING:	122 lbs.			STATESVILLE, N.C.	
WEIGHT	21-1/2 lbs.	SCALE:	0.050	DATE:	22-Feb-07
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.				
				DRAWING NO.	PS-1183



SERIAL
NUMBER

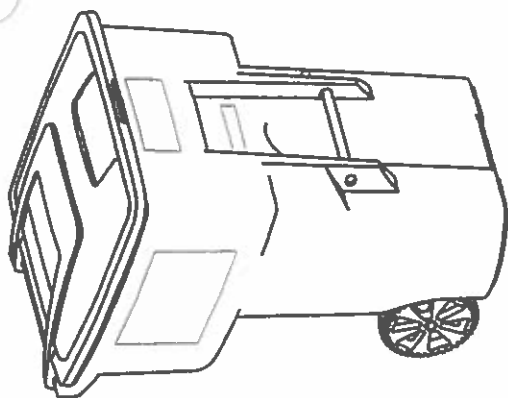
HOT
STAMP



20-1/4 GRIP DIA. @
24" OFF GROUND

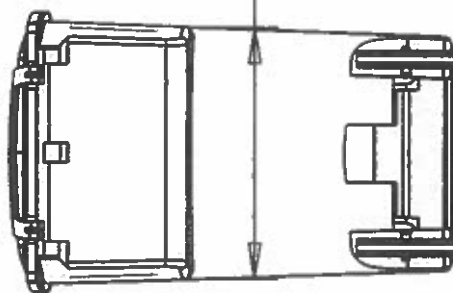
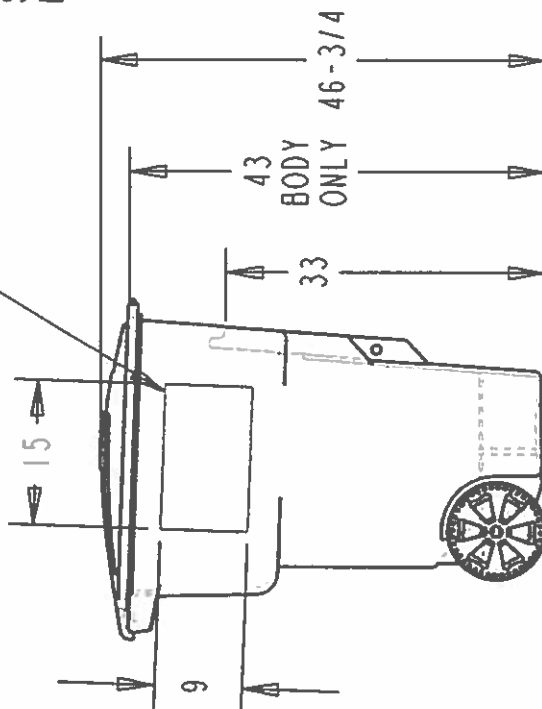
1-3/4 — $\phi 10$

PART NO.	76532	TITLE: 32 GAL. EVR UNIVERSAL CART		TOTER STATESVILLE, N.C.	
LOAD RATING:	112 lbs.				
WEIGHT	21-1/2 lbs.	SCALE: 0.050	DATE: 03-Nov-98		
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.				
				DRAWING NO.	PS-1030 A



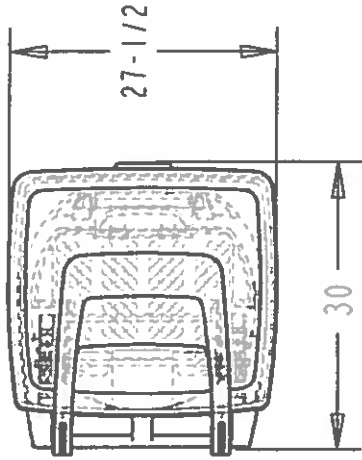
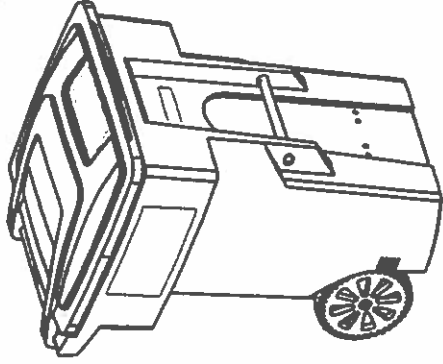
SERIAL
NUMBER

HOT
STAMP



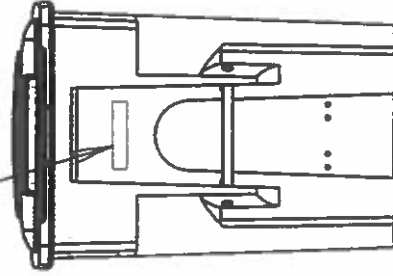
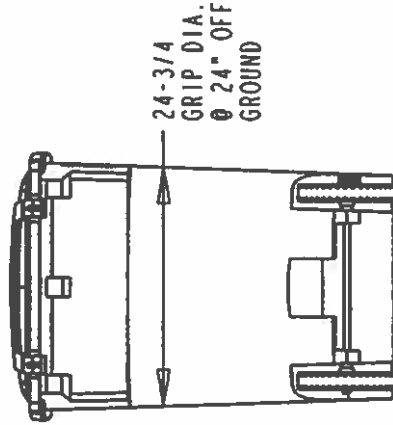
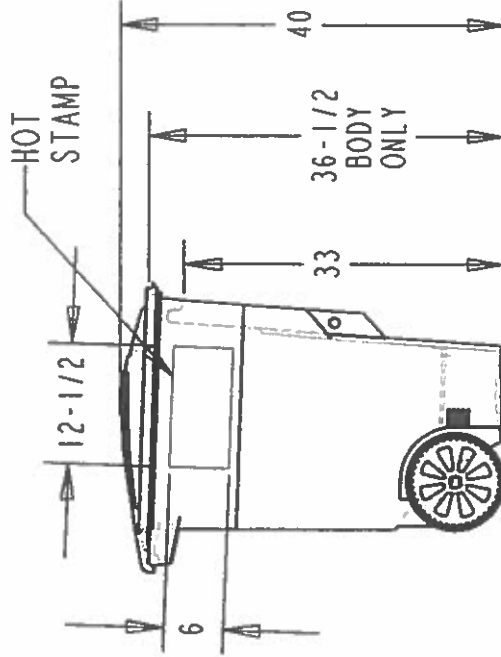
PART NO.	76896	TITLE:	96 GAL. EVR VENTILATED YARDWASTE UNIVERSAL CART	DRAWING NO.	PS-1187
LOAD RATING:	335 LBS.	SCALE:	1:20	DATE:	03-NOV-94
WEIGHT	37-3/4 LBS.				
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.				

TOTER
STATESVILLE, N.C.

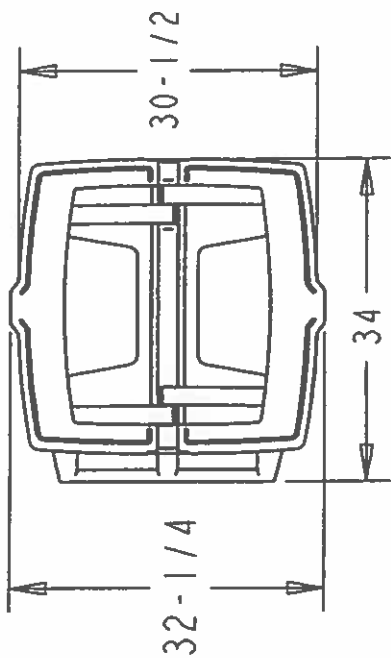
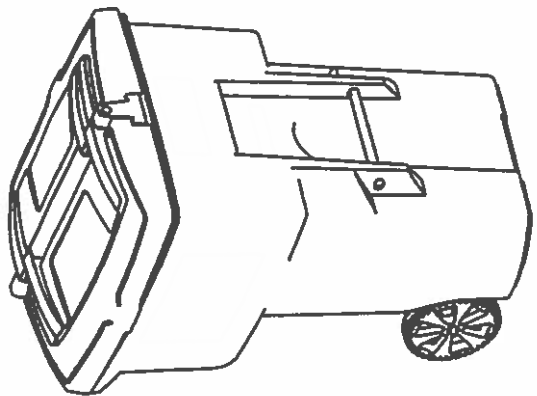


SERIAL
NUMBER

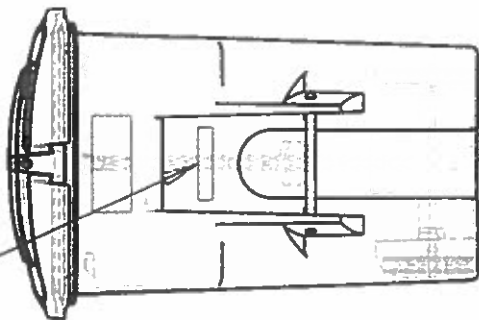
HOT
STAMP



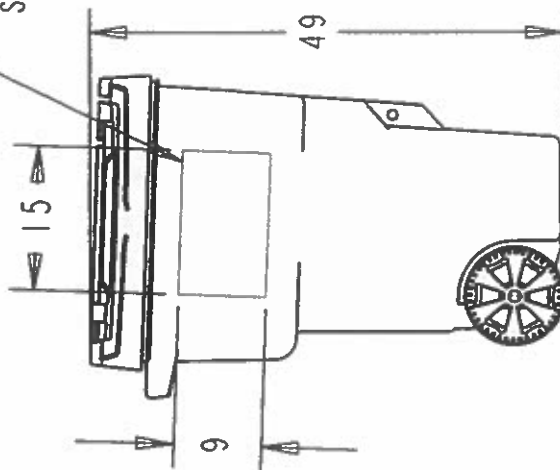
PART NO.		76864	TITLE: 64 GAL. EVR VENTILATED YARDWASTE UNIVERSAL CART		TOTER STATESVILLE, N.C.	
LOAD RATING:		224 LBS.	SCALE: 0.050		DATE: 11-3-94	DRAWING NO. PS-1185
WEIGHT		29-1/2 LBS.				
FEATURES:		Handle is 100% part of cart body.				



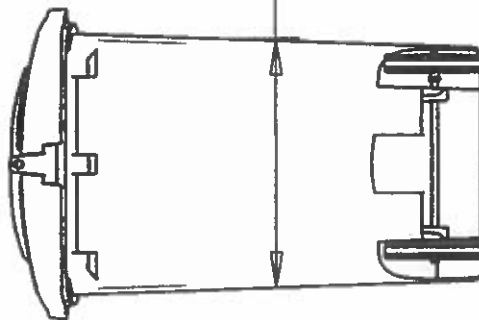
SERIAL
NUMBER



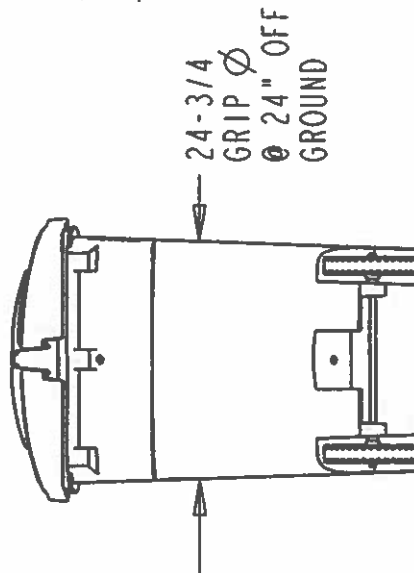
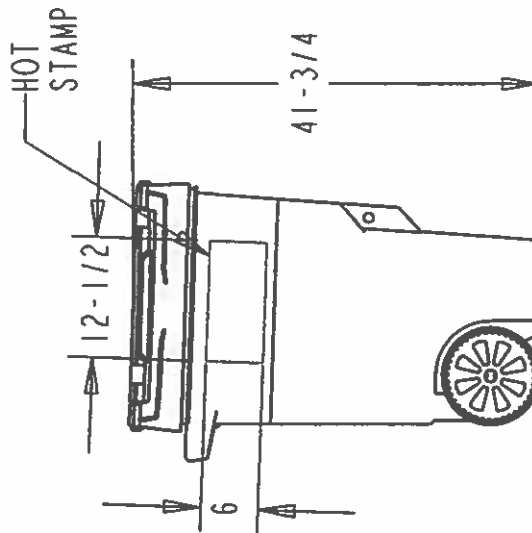
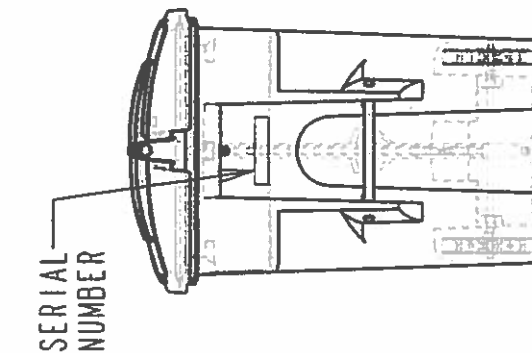
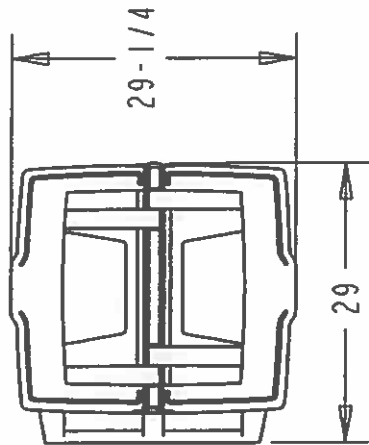
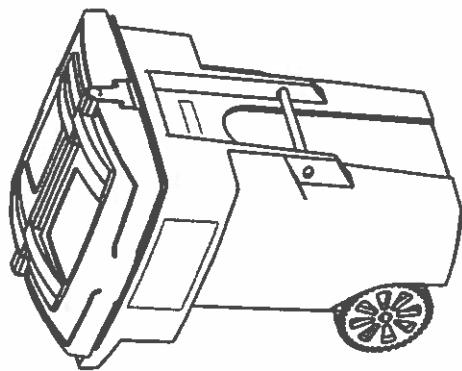
HOT
STAMP



Ø 26 GRIP
Ø 24" OFF
GROUND



PART NO.	77596	TITLE:	96 GAL. EVR CO-COLLECTION CART	TOTER	
LOAD RATING:	335 LBS			STATESVILLE, N.C.	
WEIGHT	51-1/2 LBS	SCALE	0.050	DATE:	12-Jan-97
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.				
				DRAWING NO.	PS-1060



PART NO.	77564	TITLE: 64 GAL. EVR CO-COLLECTION CART		TOTER STATESVILLE, N.C.	
LOAD RATING:	224 LBS.				
WEIGHT	37 LBS.	SCALE: 0.050	DATE: 24-Sep-08		
FEATURES:	Rotating steel slopbar. Handle is 100% part of cart body.				
				DRAWING NO.	PS-1188

Toter®

BUILT FOR EXTREMES™

Original Purchaser: _____

Date of Purchase: _____

MANUFACTURER'S DIRECT TWELVE/TEN YEAR WARRANTY RESIDENTIAL WHOLESALE/MUNICIPAL

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container- Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: www.toter.com, the terms of which are incorporated herein, a hardcopy of which is available upon request. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

Toter® Two-Wheel Cart/Container

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; all other standard components - 10 Years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable.

Specifically excluded from this warranty are labor and installation, alterations, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC

Effective for qualified purchases on or after January 25, 2016

(Rev. 05/2016)



SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 05/2016)



BUILT FOR EXTREMES™

Toter Launches Waste Industry's Longest Cart Body Warranty

Published on 02/09/16

CHARLOTTE, N.C. [February 9, 2016] – Toter, a Wastequip brand, and the nation's leading manufacturer of two-wheel carts for curbside collection of waste, recycling, and organics, has recently launched the industry's longest product warranty. Good on all Toter two-wheel carts sold to municipal or waste hauling company customers, the new 12-year cart body warranty, is two years longer than that offered by any of the company's competitors, allowing municipal customers to save money and significantly decrease their total cost of ownership through significantly longer replacement cycles. The 12-year warranty covers the cart body; all other cart components are covered up to 10 years.

Produced through a patented, stress-free molding technology known as Advanced Rotational Molding, which offers the industry's highest strength-to-weight ratio, Toter carts are tougher and more durable than their injection-molded counterparts. This process not only ensures a longer service life (15-20+ years on average), but uses less plastic than other manufacturers, allowing municipalities to better address their sustainability efforts.

"Because Toter works closely with municipalities throughout the country, we know that there is unprecedented pressure on them to do more with less, to decrease costs and to reduce their carbon footprints," said Jim Pickett, vice president of Toter sales. "Our products and warranty are designed to address those needs head-on. Our carts are designed to be tougher and to last longer, which means they need to be replaced less often – reducing the hassle of calls and complaints, keeping old carts out of landfills and saving time and money."

While many municipalities allow their waste management providers to select their trash cart vendors, an increasing number of municipalities have chosen to work directly with trash cart manufacturers to address specific requirements such as those outlined above or in response to a need for specialized carts, such as animal-proof options. Having introduced the first-ever automated curbside cart system in the 1960's, Toter continues to lead the industry both in innovative product development and as the leading supplier of trash carts to both waste management companies and municipalities.

Toter offers convenient cooperative purchasing through National IPA, allowing municipalities to ensure a low price without the time or cost associated with going to bid. "If you're looking for a quick budget gain or sustainability win, we invite you to contact one of our municipal sales experts directly to learn more about what Toter can do for you," added Pickett.

ABOUT TOTER

A Wastequip brand, Toter is the leading manufacturer of curbside refuse and recycling carts to waste haulers and municipalities throughout North America. Available in 21, 24, 32, 35, 48, 64 and 96



HOMEOWNERS



MUNICIPALITIES/
GOVERNMENT



WASTE HAULERS



INDUSTRIAL,
COMMERCIAL &
INSTITUTIONAL

gallon sizes and in 9 granite and 5 solid colors, Toter carts can be customized with in-mold lid graphics to support recycling programs, as well as hot stamps and serial numbers for easy identification. The company also produces specialty carts for document management, electronic waste, organics and medical waste. Through the company's proprietary Advanced Rotational Molding process, Toter carts offer greater service life and strength while using less plastic than injection-molded competitor products. The company also emphasizes sustainability, using up to 50 percent recycled plastic in its carts, which require no packaging, and operating its own plastics recycling plant, through which it recycles 25 million pounds of plastic per year. Toter curbside carts are also the only commercial-grade carts available to consumers at major retailers nationwide. For more information, visit www.toter.com.

ABOUT WASTEQUIP

Wastequip is the leading North American manufacturer of waste and recycling equipment, with an international network of manufacturing facilities and the most extensive dealer network in North America. Wastequip's broad range of waste and recycling equipment and systems is used to collect, process and transport recyclables, solid waste, liquid waste and organics. The company's brands include Wastequip, Toter, Galbreath, Pioneer, Accurate, Cusco, Mountain Tarp and Go To Parts. For more information, visit www.wastequip.com.

Tradeshows

Toter News

New warranty allows municipalities to reduce costs, improve user satisfaction and enhance sustainability efforts

Keep Reading →

(<http://www.toter.com/news/toter-launches-waste-industrys-longest-cart-warranty/>)

Leading Maker of Two-Wheel Waste and Recycling Carts Opens New Manufacturing Facility in Salt Lake City

Keep Reading →

(<http://www.toter.com/news/toter-expands-manufacturing-in-the-us/>)

Andrew Bardsley Joins Wastequip to Lead New Retail Business Unit

Keep Reading →

(<http://www.toter.com/news/wastequip-announces-new-vice-president-position-for-its-toter-brand/>)

Contract is offered through National IPA to Participating Agencies Nationwide

Keep Reading →

(<http://www.toter.com/news/toter-is-awarded-national-cooperative-contract-for-refuse-and-recycling-car/>)



Warranty Claims Procedure

Toter has supplied our 12 year cart body warranty and 10 year warranty on all other carts. The Warranty document is included in our proposal.

To file a warranty claim directly with Toter, LLC, please use the below link to find Toter's Warranty Claim Form online:

<https://form.jotform.com/62574829752165>

This form should be completed entirely. In addition to completing this simple form, Toter requires photos of issues to be uploaded:

Must include pictures that represent 50% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number and one of the defect. For lids, please take at least 2 different pictures of the defect.

The claim will be processed upon customer submission of the website claim form (see attached printout of the online form).

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

Toter®

WARRANTY CLAIM FORM

Company Name *

Contact Name *

First Name

Last Name

Address

Current Street Address

Original Ship-To Address

Please Select

City

State

Phone Number *

Area Code

Phone Number

E-mail *

ex: myname@example.com

Is this for credit? *

Date Taken Out Of Service *

03

-

02

-

2017

Month

Day

Year

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

Component (Body, Lid,
Wheels *

Color *

Description of Damage *

Serial Number
Spreadsheet Upload

Upload a File

Please enter data in
following format -
SERIAL NUMBER (If
one is present)
COMPONENT (Body,
Lid, Wheels, Etc.)
DESCRIPTION OF
DAMAGE (Crack, hole,
Etc.) DATE TAKEN OUT
SERVICE (XX/XX/XX) *

Qty of 96 Gallon
Bodies *

ex 23

Qty of 96 Gallon Lids *

ex 23

Qty of 64 Gallon Bodies *

ex 23

Qty of 64 Gallon Lids *

ex 23

Qty of 48 Gallon Bodies *

ex 23

Qty of 48 Gallon Lids *

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

ex 23

Qty of 32 Gallon Bodies *

ex 23

Qty of 32 Gallon Lids *

ex 23

Qty of FEL 1 yrd Bodies

ex 23

Qty of FEL 1 yrd Lids

ex 23

Qty of FEL 2 yrd Bodies

ex 23

Qty of FEL 2 yrd Lids

ex 23

Qty of FEL 3 yrd Bodies

ex 23

Qty of FEL 3 yrd Lids

ex 23

Qty of FEL 4 yrd Bodies

ex 23

Qty of FEL 4 yrd Lids

ex 23

Picture of Damage *

PLEASE NOTE: This "Warranty Claim Form" is a web form found at www.toter.com.

Upload

Must include pictures that represent 50% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number & 1 of the defect. For lids please take at least 2 different pictures of the defect.

Submit

Powered by  **JotForm**

Create your own form today!



BUILT FOR EXTREMES™

TOTER SUSTAINABILITY AND GREEN INITIATIVES

As the leader in rollout waste and recycling containers for over 30 years, Toter has responded to the need for sustainable products expressed by our hundreds of municipal customers. We have also adopted significant green initiatives in our manufacturing and logistics operations.

Toter Products are the most sustainable because:

Recycled material usage

- Rotationally Molded Toter Carts with higher strength Medium Density Polyethylene (MDPE) have a superior strength-to-weight ratio that requires less plastic. Toter's annual sales save Toter customers approximately 12 million pounds of unnecessary plastic consumption versus competitors' carts.
- Toter has engineered a superior solid steel axle for Toter Carts that saves our customers approximately 4.2 million pounds of unnecessary steel consumption annually compared to competitors' larger diameter carts.
- Toter steel components contain 80% to 100% recycled steel, thereby saving over 3 million pounds of unnecessary primary steel processing each year.
- Toter Carts can be manufactured with up to 50% Recycled Polyethylene, depending upon the cart color.
- Toter's innovative "Granite" colors reinforce the recycling message with the public who equate our multi-color finishes as "the recycled carts."

Reduced material usage

- Compared to the ten (10) year service life of other cart brands, Toter's fifteen (15) to twenty (20) year service life reduces raw material usage per year of service by 25% to 50%.
- Toter carts have an industry-wide low failure rate, which in turn consumes less material (resin and steel), fuel consumption, and resources.

Efficient shipping design

- Toter Carts are designed for better truck fill, thereby reducing fuel consumption per cart delivered by up to 33% compared to competitors' carts.
- Toter's Nestable Design (carts stack one inside another when fully assembled) allows our customers to deliver 2 to 3 times more Toter Carts per delivery trip compared to other brands, thereby reducing fuel consumption and emissions.

Toter has instituted important green initiatives in our plants and logistics:

- Toter recycles carts and bins that have been removed from service.
- New shipping plans have eliminated all corrugated boxes. Carts are shipped fully assembled with the exception of components inside the cart.
- By locating component manufacturing as close as possible to our cart molding operation, over the road shipping, fuel consumption and emissions have been reduced significantly.
- Any and all inbound disposable packaging is recycled.
- Toter recycles the cooling water used in its rotational molding manufacturing.



Wastequip Corporate Sustainability

Our Corporate Sustainability policy is based on manufacturing the highest quality equipment at the lowest cost in an environmentally responsible manner. By continuously improving our business operations and practices, we ensure long-term resource availability through environmental, socially sensitive, and transparent performance as it relates to our customers, business partners and the community.

Continuous Improvement

We utilize Lean Six Sigma Manufacturing to create effectiveness and efficiency across our entire supply chain and maintain peak performance through continued process improvement. Lean manufacturing identifies our overall requirements and matches capacity to need to ensure that production lines are optimized, maximizing energy and raw product utilization. Lean manufacturing solutions also provide the tools needed to support enhanced supplier and customer collaboration, ensuring the right equipment is made at the right place at the right time. This results in our ability to reduce short run times, which adds valuable production cycle capabilities, and better utilization of natural resource while reducing expenses. Our ability to make many while shipping only once has significantly improved truck utilization and reduced fuel and other related costs. Our objective is to have plants, lines and machines running at peak efficiency. This is a key component of enabling sustainability. It also ensures spare parts are aligned with product management initiatives; product management requirements are flagged when required, and that repair downtime is minimized.

Lean Based Management

Wastequip is focused on six key areas:

1. ERP System
 - a. The ERP System delivers a single database for Manufacturing, Supply Chain, Financials, Customer Relationship Management (CRM), Human Resources, Warehouse Management and Decision Support System. This allows Wastequip to respond faster and with less waste than stand alone software platforms. Product brochures, specifications, and quotes are stored electronically for a print on demand solution that reduces the need to print thousands of copies that would be discarded when improvements or changes are made. This effort reduces the use of virgin raw material. Recycling programs at our facilities recover cardboard, paper, and commingled recyclables. We recycle used drums and toner cartridges from our copiers.



Sustainability - continued

2. Transportation

- a. Sustainable transport is about making sure that pollution and CO² emissions are minimized. Wastequip manages transport issues in ways that benefit communities, support local economies and help protect the environment. We have incorporated the use of a center led transportation system which coordinates key shippers to ensure that direct and indirect materials have arrived on-time, and at the right location. We have eliminated 1,000,000 miles in freight by coordinating between all of our facilities. We reuse packaging and dunnage material when preparing shipments of equipment and parts. Pallets are reused at our facilities or recycled if determined unusable.

3. Procurement

- a. Sustainable procurement is achieved by purchasing goods and services in ways that maximize positive benefits and minimizes negative impacts on society, the economy and the environment throughout the full life-cycle of the product. Our Toter Division, the leading manufacturer of plastic residential carts, is working to reduce its impact on the environment through recycling old plastic carts. Working with the city of Oxnard, CA, Toter is recycling 35,000 retired carts and using the material to make 70,000 new carts. This sustainable, closed-loop system will be recovering and reusing 1.2 million pounds of plastics.

4. Facilities Management

- a. Sustainable facilities management is about minimizing impacts on the environment and supporting the local community and economy. Wastequip with over 30 manufacturing locations has a considerable ecological footprint. As we grow, we conduct ongoing plant optimization studies to determine which facilities are best positioned to manufacture the highest quality equipment at the lowest cost in an environmentally responsible manner. Lean Six Sigma practices have resulted in significant improvements in operational efficiencies and quality control. The production capacity gains at key manufacturing locations have resulted in the need for fewer plant sites. By closing older and less efficient facilities we have realized further reductions in energy use and CO² emissions.



5. Buildings

- a. A sustainable building is designed to reduce waste, energy and resource use; saving money, reducing negative environmental impacts and promoting health. We have benefited from green initiatives through substantial savings in energy use, due to new energy-efficient lighting and HVAC controls recently installed at the Winamac, IN facility. These installations have saved more than \$250,000 in energy costs and 600 tons in CO² reduction. As a result, the Indiana governor's office presented Wastequip Indiana with the state's Energy Management Systems Environmental Stewardship Award for its efforts. Implementing these actions across the country will help Wastequip reduce energy use, cut emissions and increase recycling practices.

6. Environmental/Health/Safety

- a. We follow a 364 page written Safety Program which encompasses all processes and risks for our employees and the environment. The paint we use provides corrosion prevention which minimizes the use of virgin raw material and avoids generating hazardous waste. All our solvent and paint containers are reused or recycled in conjunction with our partner suppliers. Solvent is internally recycled and reused for line flush when changing paint. Weld wire and "drops" from the manufacturing process are collected and recycled as scrap. We utilize a laundry service to extend the life of work gloves and welding gloves.

Equipment Features

- Biodegradable hydraulic fluid is available as a replacement for petroleum based product to avoid the spillage of hazardous material.
- Cushioned ground rollers limit the damage to concrete surfaces and reduce noise pollution.
- We are committed to invest and research the development of completely solar power units. This emerging technology has the potential to reduce kilowatt usage over the current hybrid technology that utilizes DC power.
- Low VOC (Volatile Organic Compound) and Low HAP (Hazardous Air Pollution) paint is used on equipment.
- A five minute "watchdog timer" system prevents our compaction equipment from running more than five minutes if there is a component failure.



WASTEQUIP®

Equipment Disposition

We replace compaction equipment when it has reached the end of its life cycle. The equipment is removed, fluids drained in accordance with state and local regulations and the equipment is taken to a scrap metal processing facility to be recycled.

Equipment Installation

We select trained and certified service providers to install equipment. Wastequip maintains a primary database of over 400 National and International Installation and Service Providers. This is in addition to our own 30 + manufacturing facilities, many of which also perform these services. Our service database is linked to a mapping program that determines the closest and most qualified installer and service provider. This program limits the travel time, reduces CO² emissions and ensures that service is rendered promptly. Service providers are subject to ongoing performance evaluation, based on their responsiveness and feed-back from customers, as well as their ability to maintain required insurance coverage and provide a current certificate of insurance. Customer satisfaction and service trend reports are monitored to detect and remove any companies that perform unsatisfactorily. We migrate to the best of class in all locations and have adequate back-ups to assure all work can be provided on a timely basis.

SAFE USE AND CARE OF YOUR **Toter®** ROLL-OUT CART



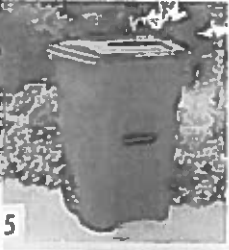
1. How to Load Your Toter® Cart » Follow your waste or recycling collector's instructions on what materials to place in your cart. To place materials inside the cart, raise the lid by grasping it from the front and lifting. **DO NOT** overload cart. Check the load rating imprinted on top of the container lid and do not exceed maximum load rating.



2. How to Move Your Toter Cart » Make sure that the cart lid is closed. Grab the handle with both hands and carefully tilt the cart towards you. Push or pull the cart to roll it. **DO NOT** drag the cart. **DO NOT** tilt or roll the cart with the lid open.



3. How to Transport Your Cart on Slopes » Handle the cart with care while transporting on inclines or slopes. Push the cart when going downhill and pull the cart when going uphill. Take caution in transporting your cart when the ground is slippery - such as during rain or frozen precipitation.



4. Collection » Place your cart at the curb for collection with the arrow on the lid pointing towards the street. After collection, remove your cart from the curb and place it in a suitable storage area.



5. Cart Lid » Keep the lid closed when your Toter cart is not in use. Be sure to keep your fingers clear of the cart when closing the lid. By keeping the lid closed, it keeps materials dry, reducing any unnecessary weight inside your cart and keeps insects out.



6. How to Store Your Toter Cart » Store your cart in the backyard, garage, or any other convenient, safe location. **DO NOT** store your cart near a furnace, fireplace, grill, or any other heat source.



7. How to Care for Your Cart » Clean your cart out periodically with water. Afterwards, be sure to empty all water from the bottom of the container and allow to dry.

8. Safety Requirements » Concerning Cart Contents **DO NOT** place hot ashes, solvents, paints, or other flammable liquids inside the cart. **DO NOT** use the cart to hold hazardous materials such as dead animals, chemicals, oils, liquids, and medical waste.

9. Safety Precautions » **DO NOT** sit, climb, or stand on the cart lid. Never allow children to play in or around the cart.

841 Meacham Road • Statesville, North Carolina 28677 • p: 704. 872.8171
www.wastequip.com



TOT005-062011

USO SEGURO Y CUIDADO DE SU CARRO **Toter**[®]



1. Cómo cargar su carro Toter[®] » Siga las instrucciones de su recolector de basura o material de reciclaje acerca de qué materiales colocar en su carro. Para colocar materiales dentro del carro, levante la tapa desde la parte frontal y elévela. NO sobrecargue el carro. Revise la clasificación de carga impresa en la tapa del contenedor y no exceda la clasificación de carga máxima.



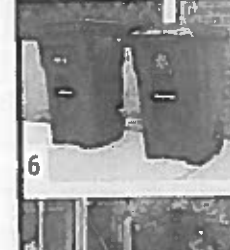
2. Cómo mover su carro Toter » Asegúrese de que la tapa del carro esté cerrada. Tome la manija con ambas manos e incline cuidadosamente el carro hacia usted. Para hacer rodar el carro, empuje o jale del mismo. NO arrastre el carro. NO incline ni haga rodar el carro con la tapa abierta.



3. Cómo desplazar su carro Toter en pendientes » Manipule el carro con cuidado mientras lo desplaza sobre cuestras o pendientes. Empuje el carro cuando esté bajando y tire del mismo cuando suba. Tenga cuidado al desplazar su carro cuando el suelo esté resbaladizo, por ejemplo si llueve o hay hielo.



4. Recolección » Coloque el carro al borde de la acera para la recolección, con la flecha de la tapa apuntando hacia la calle. Luego de la recolección, retire el carro del borde de la acera y guárdelo en un lugar adecuado.



5. La tapa del carro » Mantenga la tapa cerrada cuando no utilice su carro Toter. Recuerde alejar los dedos del carro cuando cierre la tapa. Al mantener la tapa cerrada, los materiales se mantienen secos, se reduce cualquier peso innecesario dentro del carro y no se permite que entren insectos.



6. Dónde guardar su carro Toter » Guarde su carro en el patio trasero, garaje o en cualquier otro lugar conveniente y seguro. NO lo guarde cerca de calderas, hogares, parrillas u otras fuentes de calor.



7. Cómo cuidar su carro Toter » Limpie todo el carro periódicamente con agua. Luego, asegúrese de retirar toda el agua del fondo del contenedor y déjelo secar.

8. Siga estos requisitos de seguridad relacionados con el contenido del carro » No coloque cenizas calientes, solventes, pinturas ni cualquier otro líquido inflamable en el carro. No use el carro para colocar materiales peligrosos como animales muertos, productos químicos, aceites, líquidos y desechos médicos.

9. Precauciones de seguridad » No se siente, ni se trepe o se pare sobre la tapa. Nunca permita que los niños jueguen dentro del carro o cerca del mismo.

841 Meacham Road • Statesville, North Carolina 28677 • p: 704. 872.8171
www.wastequip.com

Toter®

Built for Extremes™

BEAR-TOUGH CARTS



Toter®



We tell the toughest bears to grin and bear it

BEAR-TOUGH CARTS

Toter's Bear-Tough Carts stand up to the toughest of beasts. With a bear-tight lock, double-walled lid and steel-reinforced rim, they're virtually indestructible and inaccessible to bears and other predators. Featuring a locking mechanism to help prevent bears from getting inside, the Bear-Tough Cart is strong enough to withstand repeated clawing and chewing.



Bear resistant lock



Double-walled lid



Steel reinforced Rugged Rim for impact resistance

- Stress-free Advanced Rotational Molding™ for superior durability
- Contains up to 50% recycled content, and is 100% recyclable
- Compatible with fully-automated garbage trucks and semi-automatic cart lifters



AVAILABLE IN 64- and 96-GALLON SIZES

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
25B64 - RIBKS	64 Gallons	31 50" x 24 75" x 42 25"	10"	224 lbs / 101.6 kg
25B96 - RIBKS	96 Gallons	35 50" x 30 25" x 43 75"	10"	335 lbs / 152 kg

AVAILABLE COLORS

Toter cans are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



GREENSTONE
(#968)



BLACKSTONE
(#209)

Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.



Certified by the Interagency
Grizzly Bear Committee

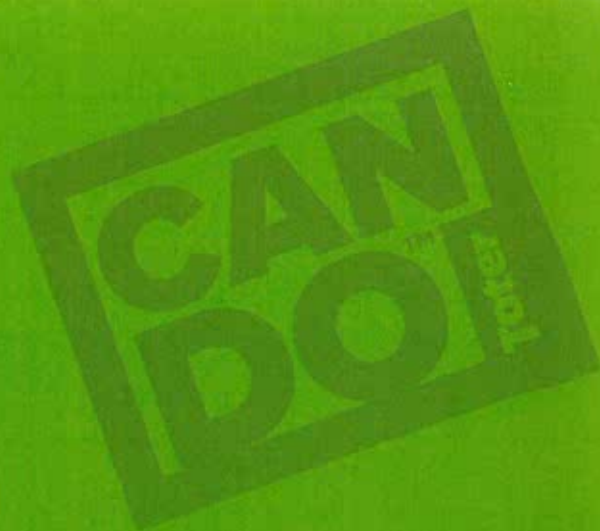
Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

proproducts@toter.com
www.toter.com
Toter is a Wastequip® brand

TOT065-022016



Toter®

Built for Extremes™



Interagency Grizzly Bear Committee

IGBC CHAIR

Scott Talbot
Game & Fish Dept
Wyoming

IGBC VICE-CHAIR

Tammy Whittington
Intermountain Region
National Park Service

EXECUTIVE TO CHAIR

Ellen Davis
Executive Coordinator
IGBC

IGBC MEMBERS

Dave Brittell
WA Dept Fish & Wildlife
Washington

Jim Unsworth

Game & Fish Dept
Idaho

Ken McDonald
Fish, Wildlife & Parks
Montana

Karen Taylor-Goodrich
Pacific West Region
National Park Service

Nora Rasur
Region 4
Forest Service

Faye Krueger
Region 1
Forest Service

Don Jernigan
Region 2
Forest Service

Kent Connaughton
Region 6
Forest Service

Jamie Connell
Bureau of Land Mgt
Montana

Don Simpson
Bureau of Land Mgt
Wyoming

Steven Ellis
Bureau of Land Mgt
Idaho

Matt Hogan
Region 6
Fish & Wildlife Service

Robyn Thorson
Region 1
Fish & Wildlife Service

Jeff Kershner
Central Region
US Geological Survey

Alec Dale
B.C. Ministry of Envir
British Columbia

Dave McDonough
Parks Canada
Alberta

George Hamilton
Wildlife Mgmt Branch
Alberta

August 7, 2013

John Ford
Toter LLC
841 Meacham Road
Statesville, NC 28677

Dear Mr. Ford:

This letter is in reference to a product you submitted for evaluation under the Interagency Grizzly Bear Committee's (IGBC) bear-resistant products testing and certification program. The product submitted was the 96 gallon poly cart. Specific product details include:

- Semi-automated curbside poly cart with locking mechanism
- Double wall rotationally molded lid
- Steel reinforced rugged rim design
- 1/4" steel U-bolt hinges

This product was subjected to and successfully passed the IGBC live bear testing protocol. This means the product meets minimum IGBC bear-resistant design and structural standards, but is not a guarantee that a bear cannot gain entry into this product.

Although some public land managers require use of IGBC-certified containers to comply with regulations within their jurisdiction, this certification does not imply that such products have been approved for use on ALL public lands. Specific public land managers should be consulted to confirm if IGBC-approved products can be used to meet local requirements.

Your container was tested during October 2009. At that time, this product successfully passed the IGBC testing protocol. The IGBC recognizes this and approves this model as an IGBC-certified bear-resistant container. The poly cart has been assigned **IGBC Certification Number 3367**. This certification number applies only to this specific product model. Additional models or product types that you wish to market as IGBC-certified bear-resistant products will require their own testing and certification. To identify this product's status as IGBC-approved, each container should be labeled in some manner with this certification number (e.g., sticker stating "IGBC Certification No. 3367").

Bear-Resistant Products Testing and Certification Program

The IGBC bear-resistant container product list will be updated to include this product. In order to ensure that accurate information is provided to the public, the IGBC periodically reviews information relative to products claiming to be IGBC-certified. Toward this end, please include your certification number and the IGBC's website address in advertising materials when claiming IGBC-certified status.

If you choose to modify this product in the future such that it differs from the prototype tested, please contact me to discuss if additional testing will be required. If product failures in the field are noted, the IGBC will review the situation and determine if certification will be maintained.

Information relative to the IGBC testing and certification program, including the approved products list, can be viewed at www.IGBCOnline.org.

I appreciate your cooperation with this program. Please feel free to contact me if you have questions or concerns. I can be reached at (406) 329-3664 or at sjackson03@fs.fed.us.

Sincerely,



Scott Jackson
US Forest Service
National Carnivore Program Leader



Interagency Grizzly Bear Committee

IGBC CHAIR
Scott Talbot
Game & Fish Dept
Wyoming

IGBC VICE-CHAIR
Tammy Whittington
Intermountain Region
National Park Service

EXECUTIVE TO CHAIR
Ellen Davis
Executive Coordinator
IGBC

IGBC MEMBERS
Dave Britnell
WA Dept Fish & Wildlife
Washington

Jim Unsworth
Game & Fish Dept
Idaho

Ken McDonald
Fish, Wildlife & Parks
Montana

Karen Taylor-Goodrich
Pacific West Region
National Park Service

Nora Rasure
Region 4
Forest Service

Faye Krueger
Region 1
Forest Service

Ann Jorm
Region 2
Forest Service

Kent Connaughton
Region 6
Forest Service

Jamie Connell
Bureau of Land Mgt
Montana

Don Simpson
Bureau of Land Mgt
Wyoming

Steven Ellis
Bureau of Land Mgt
Idaho

Matt Hogan
Region 6
Fish & Wildlife Service

Robyn Thorson
Region 1
Fish & Wildlife Service

Jeff Kershner
Central Region
US Geological Survey

Alec Dale
B.C. Ministry of Envir
British Columbia

Dave McDonough
Parks Canada
Alberta

George Hamilton
Wildlife Mgmt Branch
Alberta

August 7, 2013

John Ford
Toter LLC
841 Meacham Road
Statesville, NC 28677

Dear Mr. Ford:

This letter is in reference to a product you submitted for evaluation under the Interagency Grizzly Bear Committee's (IGBC) bear-resistant products testing and certification program. The product submitted was the 64 gallon poly cart. Specific product details include:

- Semi-automated curbside poly cart with locking mechanism
- Double wall rotationally molded lid
- Steel reinforced rugged rim design
- 1/4" steel U-bolt hinges

This product was subjected to and successfully passed the IGBC live bear testing protocol. This means the product meets minimum IGBC bear-resistant design and structural standards, but is not a guarantee that a bear cannot gain entry into this product.

Although some public land managers require use of IGBC-certified containers to comply with regulations within their jurisdiction, this certification does not imply that such products have been approved for use on ALL public lands. Specific public land managers should be consulted to confirm if IGBC-approved products can be used to meet local requirements.

Your container was tested during March 2011. At that time, this product successfully passed the IGBC testing protocol. The IGBC recognizes this and approves this model as an IGBC-certified bear-resistant container. The poly cart has been assigned **IGBC Certification Number 3368**. This certification number applies only to this specific product model. Additional models or product types that you wish to market as IGBC-certified bear-resistant products will require their own testing and certification. To identify this product's status as IGBC-approved, each container should be labeled in some manner with this certification number (e.g., sticker stating "IGBC Certification No. 3368").

Bear-Resistant Products Testing and Certification Program

The IGBC bear-resistant container product list will be updated to include this product. In order to ensure that accurate information is provided to the public, the IGBC periodically reviews information relative to products claiming to be IGBC-certified. Toward this end, please include your certification number and the IGBC's website address in advertising materials when claiming IGBC-certified status.

If you choose to modify this product in the future such that it differs from the prototype tested, please contact me to discuss if additional testing will be required. If product failures in the field are noted, the IGBC will review the situation and determine if certification will be maintained.

Information relative to the IGBC testing and certification program, including the approved products list, can be viewed at www.IGBCOnline.org.

I appreciate your cooperation with this program. Please feel free to contact me if you have questions or concerns. I can be reached at (406) 329-3664 or at sjackson03@fs.fed.us.

Sincerely,



Scott Jackson
US Forest Service
National Carnivore Program Leader

Toter®

BUILT FOR EXTREMES™

ORIGINAL PURCHASER: _____

DATE OF PURCHASE: _____

MANUFACTURER'S DIRECT WARRANTY

Toter Bear Tough Container with Gravity Lock

Toter, LLC (Toter) warrants to the original purchaser that its Toter plastic container bodies and non-steel components shall be free from operational defects in material and workmanship under normal use and service for a period of 3 (three) years from the Date of Purchase and 90 days on steel components including, but not limited, to locking mechanism.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective under this warranty. Toter retains the right to inspect components submitted for warranty to confirm that their failure is covered by this warranty. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Replaced parts may, in Toter's discretion, be similar to or identical to original defective parts. Repair, replacement or a limited-use credit are the sole remedies available under this warranty. The applicability and scope of any remedy is in Toter's discretion. This warranty is non-transferrable, and customer assumes all risk and liability for freight, handling, use, storage or application of the Container. Customer is responsible for freight charges.

Toter shall be promptly notified of any failures under warranty in order that such failures may be inspected. If Purchaser and Toter disagree regarding the reason for failure, then they shall select a technically competent party skilled in the use and fabrication of the materials involved and shall ask for determination on the source of the failure. The determination shall be binding on both parties. This third party procedure shall not be used for isolated, one-time failures, but only in the event a major failure trend develops. Expenses of third party determination shall be borne by the party that is determined to be liable for the replacement.

Specifically excluded from this warranty are freight, labor and installation charges, alterations, and damages due to negligent or abusive use or normal wear and tear, including, but not limited to, those items listed on Schedule A (on back hereof). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated or consequential damages, for loss of product or time, or for any delay in performance under this warranty.

At its sole discretion, Toter may collect defective components replaced under the terms of this warranty. Customer is not to dispose of, sell, or recycle components that have been replaced by Toter without written permission from Toter. Components not collected by Toter remain the property of the customer.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, and yard waste, excluding circumstances in which the load rating would be exceeded.

Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

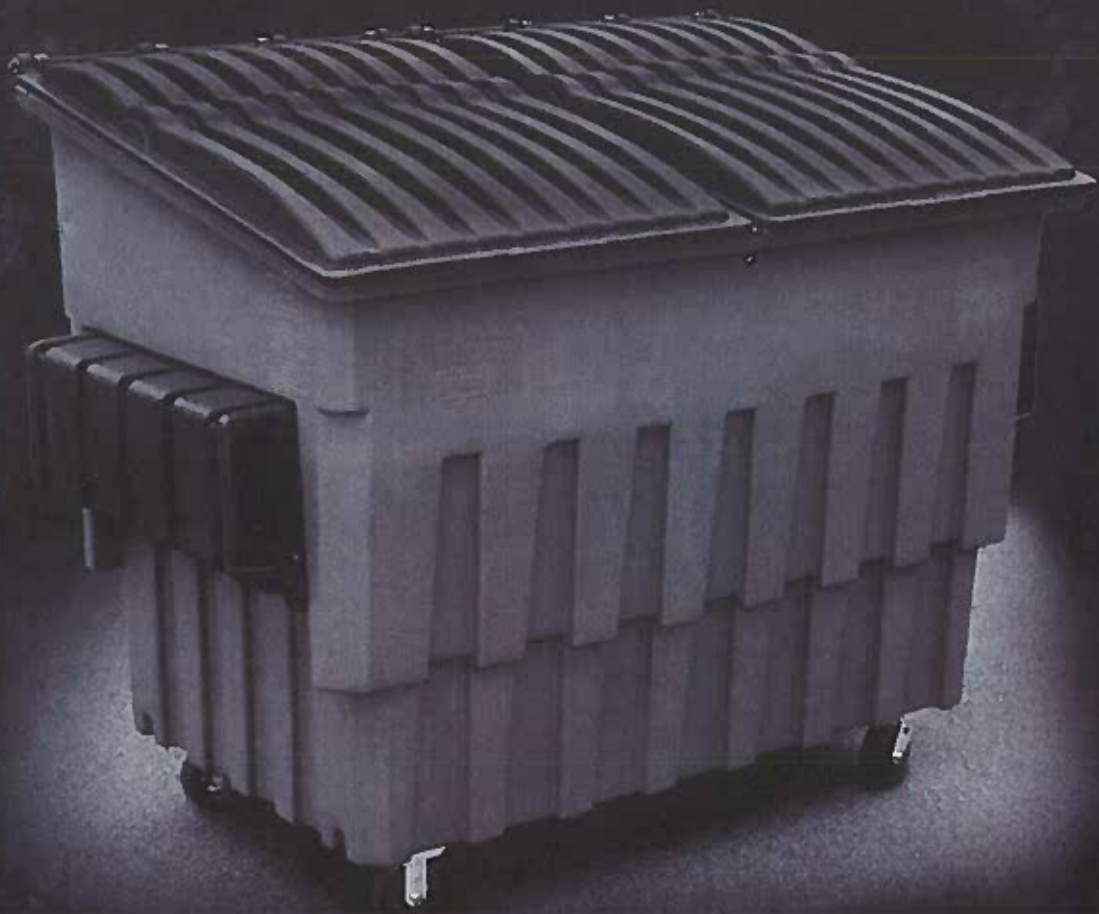
EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

Toter®

Built for Extremes™

FEL CONTAINERS



PLASTIC FEL CONTAINERS

- Lasts up to 3X longer than steel containers
- Quieter than steel containers; perfect for areas where noise is a concern
- Lighter weight than steel containers for easier maneuverability
- Will not rust; perfect for environments where corrosion is a concern



Lid equipped with 5/8" solid hinge rod and opens to 270°

Rugged Rim® with steel rod reinforcement.

Replaceable, double-walled lift pockets distribute weight for maximum pocket strength

Manufactured with up to **50% recycled content.**

Structured, ribbed bottom wear chimes provide added durability when used without casters

Quick-change caster brackets for easy repair and maintenance

STACKABLE DESIGN SAVES ON SPACE

Toter's plastic FELs are stackable – even when fully assembled. They can also be shipped unassembled for better truckload quantity efficiency.



Part	Description	Size (L x D x H)	Load Rating	Weight	Unassembled		Assembled	
					Containers Per Stack	53' U Quantity	Containers Per Stack	53' U Quantity
FL020	2-cubic-yard FEL*	82 25" x 43 50" x 52 25"	1,000 lbs	229 lbs	5	80	3	45
FL030	3-cubic-yard FEL*	82 25" x 50 63" x 65 13"	1,500 lbs	281 lbs	4	64	2	24
FL040	4-cubic-yard FEL	82 25" x 60 00" x 63 13"	2,000 lbs	290 lbs	3	30	2	20

*Dimensions include casters.

Part	Post-MIG Graphic	Drain Plug	Lock Bar (Manual or Automatic)	No Casters	6" Standard Casters (2 Swivel, 2 Rigid)	6" Standard Casters (All Swivel)	6" HD Casters (2 Swivel, 2 Rigid or All Swivel)	8" Standard Casters (All Swivel)	Caster Mounting Pads
FL020	•	•	•	•	S	•	•	•	•
FL030	•	•	•	•	S	•	•	•	•
FL040	•	•	•	S	—	—	•	—	•

S = standard • = optional

Extreme Purpose • Extreme Toughness • Extreme Wear

ORGANICS FEL CONTAINERS

- Specifically designed for heavy, wet organic waste
- Built-in drain plug for easy clean-out
- Withstands exposure to organic waste without rusting
- Leak-proof
- Locking lid



Trap door
provides safe,
easy access.

**Additional cross
support ribs**
prevent lid from
sagging

**Reinforced lid with two
extra lbs. of plastic**
holds shape and seals
tightly to the container.

**Manual lock bar
with hasp lock**
makes lid fit tighter
and eliminates need
for rubber straps.

**Steel rod-reinforced
rim and steel frame
base** prevent bowing.

Part	Description	Size (L x D x H)	Load Rating	Weight	Unassembled		Assembled	
					Containers Per Stack	53' I/I Quantity	Containers Per Stack	53' I/I Quantity
FL52C	2-cubic-yard Organics FEL	82 25" x 43 50" x 52 38"	2,000 lbs	322 lbs	4	64	3	45
FL53A	3-cubic-yard Organics FEL	82 25" x 50 63" x 64 13"	3,000 lbs.	386 lbs	3	39	1	15
FL53B	3-cubic-yard Organics FEL	82 25" x 50 63" x 64 13"	3,000 lbs	477 lbs.	3	39	1	15
FL53C	3-cubic-yard Organics FEL	82 25" x 50 63" x 67 88"	3,000 lbs.	409 lbs.	3	39	1	15
FL53D	3-cubic-yard Organics FEL	82 25" x 50 63" x 67 88"	3,000 lbs.	487 lbs	3	39	1	15

Part	Post-MIG Graphic	Drain Plug	Lock Bar (Manual or Automatic)	No Casters	XHD Body With Steel Frame and Steel Runners	XHD Body With Steel Frame, 6" HD Casters, All Swivel, 2 Braking	XHD Body With Steel Frame, 6" HD Casters, 2 Swivel Braking, 2 Rigid	Plastic Lift Pockets	Steel Lift Pockets	Organic Single Lid With Trap Door
FL52C	•	•	•	—	—	S	—	S	—	—
FL53A	•	•	•	S	S	—	—	S	—	•
FL53B	•	•	•	S	S	—	—	—	S	•
FL53C	•	•	•	—	—	•	S	S	—	•
FL53D	•	•	•	—	—	•	S	S	S	•

S = standard • = optional

STANDARD COLORS



GRAY (#125)



MIDNIGHT GRAY (#145)



BLUE (#705)



BLUE (#718)



FOREST GREEN (#960)



GREEN (#925)



GREEN (#940)



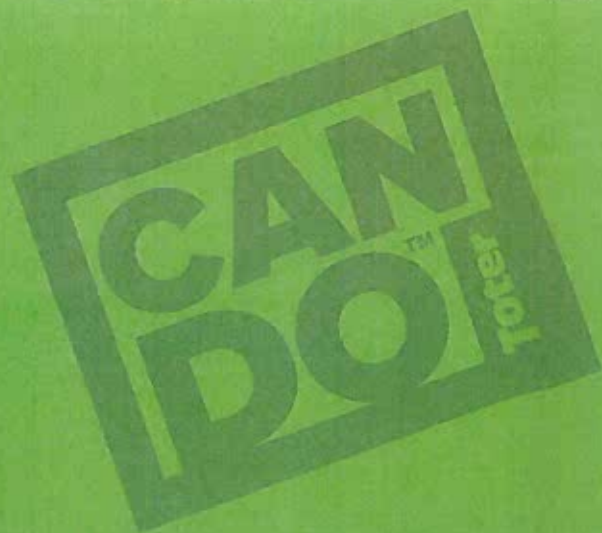
BROWN (#270)

Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

proproducts@toter.com
www.toter.com
Toter is a Wastequip® brand



Toter®

Built for Extremes™



ORIGINAL PURCHASER: _____

DATE OF PURCHASE: _____

MANUFACTURER'S DIRECT WARRANTY

Toter® Front Load Containers

Toter, LLC (Toter) warrants to the original purchaser that Front Load Containers including body, lids, lift pockets, and fasteners shall be free from operational defects in material and workmanship under normal use and service for a period of 3 (three) years from the Date of Purchase. Casters and non-plastic components are subject to a 90 day warranty.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective under this warranty. Toter retains the right to inspect components submitted for warranty to confirm that their failure is covered by this warranty. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Replaced parts may, in Toter's discretion, be similar to or identical to original defective parts. Repair, replacement or a limited-use credit are the sole remedies available under this warranty. The applicability and scope of any remedy is in Toter's discretion. This warranty is non-transferrable, and customer assumes all risk and liability for freight, handling, use, storage or application of the Container. Customer is responsible for freight charges.

Toter shall be promptly notified of any failures under warranty in order that such failures may be inspected. If Purchaser and Toter disagree regarding the reason for failure, then they shall select a technically competent party skilled in the use and fabrication of the materials involved and shall ask for determination on the source of the failure. The determination shall be binding on both parties. This third party procedure shall not be used for isolated, one-time failures, but only in the event a major failure trend develops. Expenses of third party determination shall be borne by the party that is determined to be liable for the replacement.

Specifically excluded from this warranty are freight, labor and installation charges, alterations, and damages due to negligent or abusive use or normal wear and tear, including, but not limited to, those items listed on Schedule A (on back hereof). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated or consequential damages, for loss of product or time, or for any delay in performance under this warranty.

At its sole discretion, Toter may collect defective components replaced under the terms of this warranty. Customer is not to dispose of, sell, or recycle components that have been replaced by Toter without written permission from Toter. Components not collected by Toter remain the property of the customer.

EXCEPT FOR THE WARRANTY CONTAINED IN OUR TERMS AND CONDITIONS OF SALE, TOTER MAKES NO WARRANTY WHATSOEVER WITH THE RESPECT TO THE GOODS INCLUDING, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE (where permitted by law).

This document is only a summary of the full Wastequip Product Limited Warranties, Disclaimers Of Warranties, Limitation Of Liabilities And Remedies, and Limited Warranty Periods statement. Full warranty details can be found on www.toter.com. If this summary and the full warranty documents conflict, the summary will supersede on where more narrowly defined.

SCHEDULE A

Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches: Normal use may cause scratches to a softer material such as plastics.
- * Dirt: Includes accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF NEGLIGENT OR ABUSIVE USE:

- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting. Any damage from excessive heat.
- * Improper handling. Includes dropping stacks off delivery trucks, allowing hopper or packer mechanism to hit container during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from front-end lifting forks system. Includes punctures caused by front-end forks, any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, improper lifter. Includes any front-end lift speed faster than four seconds for either the lift cycle or the down cycle.
- * Chemicals. Being exposed to solvents, petrochemicals, acids, or other chemical substance which damages plastic or metal parts.
- * Improper use. Uses other than the dumping of normal residential and commercial solid waste and recyclables, including:

Chemical, hazardous, construction, industrial, institutional and landscaping waste, liquid storage/ transport, bulk solids storage/transport, and exceeding manufacturer's container load rating.
- * Failure to follow instructions imprinted on container parts.



Cart Colors And Options for Use of Recycled Resin

Toter Carts may be manufactured using up to 50% recycled resin, with levels of recycled resin subject to availability of acceptable recycled resin materials at time of production and preference of customers.

**Colors that may be manufactured
using up to 50% recycled resin include:**

**Black (Standard) #200
Blackstone Granite #209**

**Colors that may be manufactured
using up to 40% recycled resin include:**

**Dark Gray Granite #149
Charcoal/Midnight Gray (Non-Standard) #145
Greenstone Granite #968
Navy Granite #769**

**Colors that may be manufactured
using up to 30% recycled resin include:**

**Green (Standard) #940
Forest Green (Non-Standard) #960
Navy Blue (Non-Standard) #760
Brown (Standard) #270
Brownstone Granite #279
Toter Green Granite #929**

**Colors that may be manufactured
using up to 15% recycled resin include:**

**Gray (Standard) #125/140
Graystone Granite #129
Blue (Standard) #705
Bluestone Granite #709
Sandstone Granite #249
Tan (Non-Standard) #240**



TOTER COLOR CHIPS

Toter has included color chips in our response **original** package. Due to variations in color representation with electronic devices, any color choices should be made with actual color chips. If there is a need for additional color chips, please contact:

Kellie Clark
Sr. Manager, Bids/Contracts
Toter, LLC
800-424-0422, Ext 257
Email: kclark@toter.com

Toter
705 Blue
9402-00-0705

Toter
940 Green
9402-00-0940

Toter
270 Brown
9402-00-0270

Toter
200 Black
9402-00-0200

Toter
125 Gray
9402-00-0125

Bluestone

#709

Actual molded color dispersion naturally varies from part to part.

Navy Granite

#769

Actual molded color dispersion naturally varies from part to part.

Blackstone

#209

Actual molded color dispersion naturally varies from part to part.

Greenstone

#968

Actual molded color dispersion naturally varies from part to part.

Dark Gray Granite

#149

Actual molded color dispersion naturally varies from part to part.

Brownstone

#279

Actual molded color dispersion naturally varies from part to part.

Toter Green Granite

#929

Actual molded color dispersion naturally varies from part to part.

Graystone

#129

Actual molded color dispersion naturally varies from part to part.

Sandstone

#249

Actual molded color dispersion naturally varies from part to part.



Printed By: James Levy
Date Printed: July 11, 2017

Live Report : TOTER, LLC

D-U-N-S® Number: 10-178-6507

Trade Names: (SUBSIDIARY OF WASTEQUIP, LLC, CHARLOTTE, NC)

Endorsement/Billing Reference: jlevy@wastequip.com

D&B Address

Address 841 Meacham Rd
Statesville, NC, US -
28677

Phone 800 424-0422

Fax 704-873-7761

Location Type Headquarters
(Subsidiary)

Web www.toler.com

Added to Portfolio: 01/31/2010

Last View Date: 06/07/2017

Endorsement : jlevy@wastequip.com

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

D&B Rating	1R3				1R Indicates 10 or more Employees, Credit appraisal of 3 is fair
D&B Viability Rating	4	5	B	Z	View More Details
Commercial Credit Score Percentile		57			Moderate Risk of severe payment delinquency.
Financial Stress Score National Percentile		5			Moderate to High Risk of severe financial stress
PAYDEX®		59			Paying 23 days past due
Credit Limit - D&B Aggressive	400,000.00			Based on profiles of other similar companies.	
Credit Limit - D&B Conservative	200,000.00			Based on profiles of other similar companies	
High Credit - Average	13,620.00			Average High Credit for payment experiences reported to D&B	
Highest Credit	300,000.00			Highest credit granted in the past 24 months.	
Employees	150			Includes Officers, Undetermined employed here.	
Lien Found	No				
Suit Found	Yes			Number of Suits: 1 Most recent filing date: 05/04/17	
Judgments Found	No				
Bankruptcy Found	No				
Sales (Revenue)	Unavailable				

Detailed Trade Risk Insight™

D&B Viability Rating

Days Beyond Terms Past 3 Months

4

Viability Score : 4

15

Days

Dollar-weighted average of 39 payment experiences reported from 28 Companies

Recent Derogatory Events

	May-17	Jun-17	Jul-17
Placed for Collection			451 on 1 acct
Bad Debt Written Off			

Corporate Linkage

This is a **Headquarters (Subsidiary)** location

TOTER, LLC
Statesville, NC
D-U-N-S® Number 10-178-6507

The Parent Company is
WASTEQUIP, LLC
North Carolina
D-U-N-S® Number 60-856-7756

Public Filings

The following data includes both open and closed filings found in D&B's database on this company

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	0	-
Liens	0	-
Suits	1	05/04/17
UCCs	34	06/12/17

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Financial Overview

Based on your financial statement preference setting and the availability of financial data from the sources, no financial statements are available.

5	Portfolio Comparison : 5
B	Data Depth Indicator : B
Z	Company Profile : Z Subsidiary

D&B Company Overview

This is a **headquarters (subsidiary)** location

Branch(es) or Division(s) exist	Y
Mailing Address	PO BOX 5338 STATESVILLE, NC 28687
Chief Executive	JOHN SCOTT, PRES-CEO
Year Started	1983
Management Control	2007
Employees	150 (Undetermined Here)
Financing	SECURED
SIC	3089, 3536
Line of business	Mfg plastic products, mfg hoist/ crane/ monorail, mfg metal stampings, mfg metal barrels/ pails, mfg plastic material/ resin
NAICS	326199
History Status	CLEAR

FirstRain Company News

This Company is not currently tracked for Company News

Powered by FirstRain

Commercial Credit Score Class

Commercial Credit Score Class: 3 

Lowest Risk 1; Highest Risk 5

Financial Stress Score Class

Financial Stress Score Class: 4 

Lowest Risk:1, Highest Risk: 5

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

4	Viability Score	Lowest Risk:1	Highest Risk:9
Compared to All US Businesses within the D&B Database: <ul style="list-style-type: none"> • Level of Risk: Low Risk • Businesses ranked 4 have a probability of becoming no longer viable: 5 % • Percentage of businesses ranked 4: 14 % • Across all US businesses, the average probability of becoming no longer viable: 14 % 			
5	Portfolio Comparison	Lowest Risk:1	Highest Risk:9
Compared to All US Businesses within the same MODEL SEGMENT: <ul style="list-style-type: none"> • Model Segment : Established Trade Payments • Level of Risk: Moderate Risk • Businesses ranked 5 within this model segment have a probability of becoming no longer viable: 5 % • Percentage of businesses ranked 5 with this model segment: 11 % • Within this model segment, the average probability of becoming no longer viable: 5 % 			
B	Data Depth Indicator	Predictive Data:A	Descriptive Data:G
Data Depth Indicator: <ul style="list-style-type: none"> ✓ Rich Firmographics ✓ Extensive Commercial Trading Activity ✓ Basic Financial Attributes <p>Greater data depth can increase the precision of the D&B Viability Rating assessment.</p>			
Company Profile		Subsidiary	



Credit Capacity Summary

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For more information, see the

D&B Rating Key

D&B Rating : 1R3

Number of employees: 1R Indicates 10 or more employees
Composite credit appraisal: 3 is fair

The Rating was changed on November 21, 2016 because of D & B's overall assessment of the company's financial, payment and history information. The 1R and 2R ratings categories reflect company size based on the total number of employees for the business. They are assigned to business files that do not contain a current financial statement. In 1R and 2R Ratings, the 2, 3, or 4 creditworthiness indicator is based on analysis by D&B of public filings, trade payments, business age and other important factors. 2 is the highest Composite Credit Appraisal a company not supplying D&B with current financial information can receive

Below is an overview of the company's rating history since 05-29-2007

D&B Rating	Date Applied
1R3	11-21-2016
--	06-16-2014
1R4	10-08-2013
1R3	11-08-2012
--	08-14-2012
1R3	01-17-2011
--	05-29-2007

Number of Employees Total:

150 (Undetermined here)

Payment Activity: (based on 78 experiences)

Average High Credit: 13,620

Highest Credit: 300,000

Total Highest Credit: 942,600

D&B Credit Limit Recommendation

Conservative credit Limit 200,000

Aggressive credit Limit: 400,000

Risk category for this business : LOW

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses within the same line of business or industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the credit limit decision, and must be balanced in combination with other elements which reflect the individual company's size, financial strength, payment history, and credit worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&B's scoring methodology and is one factor used to create the recommended limits. See Help for details.

Financial Stress Class Summary

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all creditors in full, or reorganization or obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated using a statistically valid model derived from D&B's extensive data files. The Financial Stress Class of 4 for this company shows that firms with this class had a failure rate of 0.84% (84 per 10,000), which is 1.75 times higher than the average of businesses in D & B's database.

Financial Stress Class : 4

(Lowest Risk: 1; Highest Risk: 5)

Moderately higher than average risk of severe financial stress, such as a bankruptcy or going out of business with unpaid debt, over the next 12 months.

Probability of Failure:

Risk of Severe Financial Stress for Businesses with this Class: 0.84 % (84 per 10,000)
 Financial Stress National Percentile : 5 (Highest Risk: 1, Lowest Risk: 100)
 Financial Stress Score : 1380 (Highest Risk: 1,001; Lowest Risk: 1,875)
 Average Risk of Severe Financial Stress for Businesses in D&B database 0.48 % (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

Composite credit appraisal is rated fair.
 Low proportion of satisfactory payment experiences to total payment experiences.
 UCC Filings reported
 High number of inquiries to D & B over last 12 months.
 High proportion of slow payment experiences to total number of payment experiences.
 High proportion of past due balances to total amount owing.

Notes:

The Financial Stress Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience financial stress.
 The Probability of Failure shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Probability of Failure - National Average represents the national failure rate and is provided for comparative purposes.
 The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
 The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	5
Region: SOUTH ATLANTIC	48
Industry: MANUFACTURING	52
Employee range: 100-499	75
Years in Business: 6-10	43

This Business has a Financial Stress Percentile that shows:

- Higher risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

Credit Score Summary

The Commercial Credit Score (CCS) predicts the likelihood of a business paying its bills in a severely delinquent manner (91 days or more past terms). The Credit Score class of 3 for this company shows that 5.8% of firms with this class paid one or more bills severely delinquent, which is lower than the average of businesses in D & B's database.

Credit Score Class : 3 

Lowest Risk: 1, Highest Risk : 5

Incidence of Delinquent Payment

Among Companies with this Classification: 5.80 %
 Average compared to businesses in D&B's database: 10.20 %
 Credit Score Percentile : 57 (Highest Risk: 1; Lowest Risk: 100)
 Credit Score : 509 (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

Proportion of past due balances to total amount owing
 Proportion of slow payments in recent months
 Limited time under present management control
 Evidence of open suits
 Higher risk industry based on delinquency rates for this industry

Notes:

The Commercial Credit Score Risk Class indicates that this firm shares some of the same business and financial characteristics of other companies with this classification. It does not mean the firm will necessarily experience severe delinquency.
 The Incidence of Delinquent Payment is the percentage of companies with this classification that were reported 91 days past due or more by creditors. The calculation of this value is based on D&B's trade payment database.
 The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable companies in D&B's file.
 The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.

Norms	National %
This Business	57
Region: SOUTH ATLANTIC	43
Industry: MANUFACTURING	62
Employee range: 100-499	89
Years in Business: 6-10	43

This business has a Credit Score Percentile that shows:

- Lower risk than other companies in the same region.
- Higher risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

View Snapshots

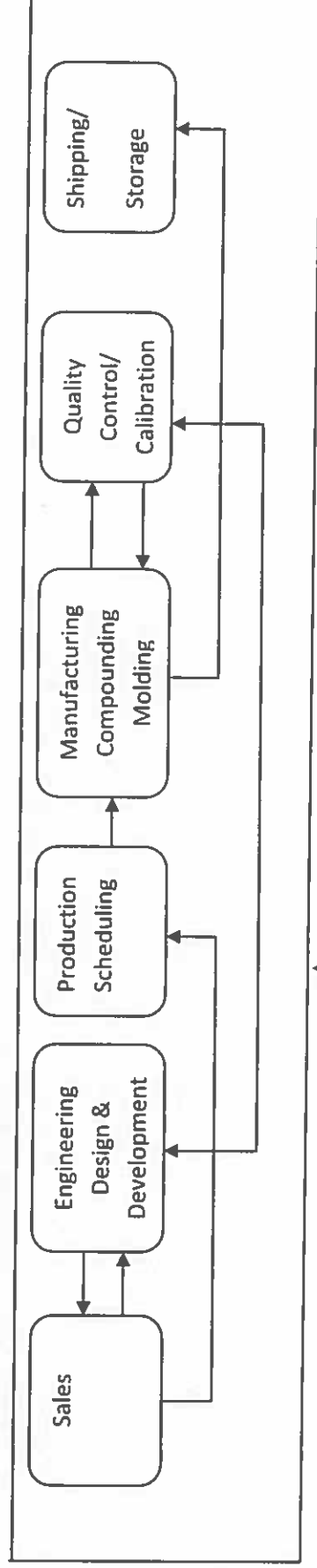
View Snapshots

Snapshot (05/07/2014) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	05/07/2014
Snapshot (05/07/2014) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	05/07/2014
Snapshot (05/07/2014) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	05/07/2014
Snapshot (06/04/2013) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	06/04/2013
Snapshot (06/04/2013) D-U-N-S Number 10-178-6507	TOTER, INC. 841 MEACHAM RD STATESVILLE, NC 286772983 United States Of America	06/04/2013
Snapshot (07/27/2011) D-U-N-S Number 10-178-6507	TOTER, INC. United States Of America	07/27/2011
Snapshot (07/20/2011) D-U-N-S Number 10-178-6507	TOTER, INC. United States Of America	07/20/2011
Snapshot (06/21/2010) D-U-N-S Number 10-178-6507	TOTER, INC. United States Of America	06/21/2010

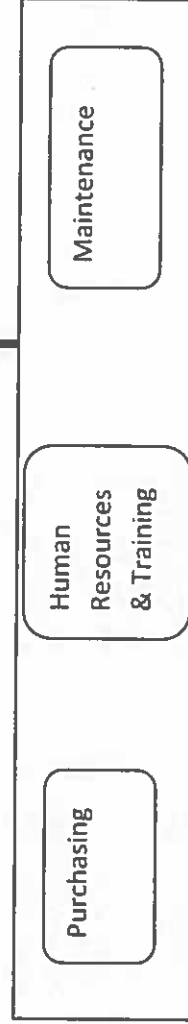
This information may not be reproduced in whole or in part by any means of reproduction.

Toter, LLC Process Flow Chart

Customer Oriented Processes:



Support Oriented Processes:



Management Oriented Processes:

