



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

Bid No. 10030970-13-E

REQUEST FOR BID

Closing Date: January 17, 2013
@ 3:00 p.m.

Subject: Furnish the City of San Diego with one Tub Grinder for the Miramar Landfill Greenery

Timeline: As may be required for a period of one (1) year from date of award in accordance with the attached specifications.

1. Company: Rule Steel Tanks
Address: 11299 Bass Lane
City/State/Zip: Caldwell, Idaho 83605
Telephone: 208-585-2929
Contact: Jens Jensen E-Mail Address: jjensen@diamondz.com
The City of San Diego Business Tax License Number:
Federal Tax ID Number:

2. The City's Standard Payment Terms are Net 30 Days.
Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision.
State delivery time required: 150 - 170 days after receipt of order. Discounted terms offered: % Days

- FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:
1) Bid must be submitted on official City bid forms.
2) All information on this Request for Bid cover page must be completed.
3) This cover page must be signed with an original signature.
4) Bid must be submitted on or before the exact closing date and time.

3. Signature* of Authorized Representative/Contractor
Signature* [Handwritten Signature]
Print Name: Greg T. Burkhart
Title: President - Rule Steel Tanks
Date: 1/15/13

*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this Agreement and any Exhibits incorporated into this Agreement.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BEVERLY ASBILL-GUMBS/ylk, Senior Procurement Specialist

Phone: (619) 236-5923 Fax: (619) 533-3225 E-mail: BAsbillGumbs@sandiego.gov

**MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF SAN DIEGO AND RULE STEEL TANKS, INC.,
FOR TUB GRINDER FOR MIRAMAR LANDFILL GREENERY
RFB NO. 10030970-13-E**

This Memorandum of Agreement (MOA) is made by and between Rule Steel Tanks, Inc., (Bidder) and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize their acceptance of the terms of the contract resulting from the Bidder's successful bid in response to the City's Request for Bid No. 10030970-13-E for one Tub Grinder for the Miramar Landfill Greenery.

Recitals

WHEREAS, the City issued RFB No. 10030970-13-E for one Tub Grinder for the Miramar Landfill Greenery, as modified by Addendum A to the RFB (collectively "RFB"), a true and correct copy of which is attached hereto as Exhibit "A;"

WHEREAS, except as otherwise specified, the City's RFB No. 10030970-13-E also incorporates the City's General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B;"

WHEREAS, Bidder submitted a bid in response to RFB No. 10030970-13-E (Bid), a true and correct copy of which is attached hereto as Exhibit "C;" and

WHEREAS, the City has determined that the Bidder's Bid is the winning bid and intends to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Contract Documents; This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A-C and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").

- 1.1 City's RFB No. 10030970-13-E as modified by all addenda (Exhibit "A");
- 1.2 City's General Provisions (Exhibit "B"); and
- 1.3 Bidder's Bid (Exhibit "C").

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope and Term of Work. The Bidder shall provide the City with one Tub Grinder for the Miramar Landfill Greenery in strict compliance with the Contract Documents, in accordance with the time periods stated in the Contract documents, and at the prices stated in the Bidder's Pricing Page. The Term of this MOA shall be for a period of one year from the Effective Date.

3. Effective Date. This MOA shall be effective on the date executed by the last Party to sign it and approved by the City Attorney in accordance with Charter section 40.

4. Compensation. The City shall pay the Bidder the amounts set forth in the Bidder's Pricing Page for the Tub Grinder and Extended Warranty less the Trade-In Allowance for the City's existing tub grinder set forth in the Bidder's Pricing Page at the times and in the manner set forth in the Contract Documents. The total amount paid to the Bidder under this MOA shall not exceed \$594,822.

5. Annual Appropriation of Funds. Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that work and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

6. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 6.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

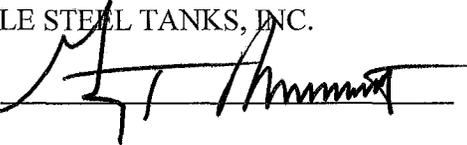
Order of Precedence:

- 6.1 This Memorandum of Agreement.
- 6.2 Section III of the RFB (General Requirements) and Section IV of the RFB (Specifications for Tub Grinder).
- 6.3 The Bidder's Pricing Page in the Bidder's Bid.
- 6.4 All sections of the RFB not identified above.
- 6.5 The General Provisions.
- 6.6 All sections of the Bidder's Bid not identified above.

7. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to San Diego Municipal Code Section 22.3203 authorizing such execution, and the Bidder acting by and through its duly authorized officer.

RULE STEEL TANKS, INC.

By: 

Name: Greg T. Burkhart

Title: President Rule Steel Tanks

Date: May 8, 2013

CITY OF SAN DIEGO

By: 

Name: DENNIS CAKONGA

Title: DIRECTOR PURCHASING AND CONTRACTING

Date: 05/10/2013

I HEREBY APPROVE the form and legality of the foregoing Memorandum of Agreement this 15th day of May, 2013.

JAN I. GOLDSMITH, City Attorney

By: 
Grace C. Lowenberg
Deputy City Attorney