

## COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into effective on \_\_\_\_\_, by and between CITY OF FRESNO, a California municipal corporation (City), and TOTER, LLC, a North Carolina company (Vendor).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for work of public improvement. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by Sourcewell, Minnesota (PIGGYBACK SOURCEWELL; CONTRACT # 041521). The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with Sourcewell, Minnesota (PIGGYBACK SOURCEWELL; CONTRACT # 041521) (Original Government Contract).

2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:

a) The City's Insurance and Indemnity provisions are attached as **Exhibit D**.

b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno  
Attention: Cynthia Williams  
2600 Fresno Street  
Fresno, CA 93721  
Phone: (559) 621-1803  
E-mail: [cynthia.williams@fresno.gov](mailto:cynthia.williams@fresno.gov)

c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the CITY and the Vendor.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Melissa Perales  
Purchasing Manager,  
General Services Department

No signature of City Attorney required. Standard Document **#FIN-S Cooperative Purchase Agt. – Product (09-2022)** has been used without modification, as certified by the undersigned.

By: \_\_\_\_\_  
James E. Jackson  
Senior Procurement Specialist,  
General Services Department

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy

Addresses:  
CITY  
City of Fresno  
Attention: James E. Jackson  
2101 G. Street, Bldg A.  
Fresno, CA 93706  
Phone: (559) 621-1165  
E-mail: james.jackson2@fresno.gov

Attachments:  
Exhibit A- Invitation For Bids  
Exhibit B- Original Government Contract  
Exhibit C- City's Insurance and Indemnity

TOTER, LLC, a Legal Identity

DocuSigned by:  
By: Steve Klueg 5/25/2023  
F0A63F788161478...  
Name: Steve Klueg

Title: Treasurer  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

DocuSigned by:  
By: Richard Sedory 5/25/2023  
4689544D817F4D0...  
Name: Richard Sedory

Title: general counsel  
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

VENDOR:  
Toter, LLC  
Attention: Kellie Clark  
Sr. Manager of Bids and Contracts  
841 Meacham Road  
Statesville, NC  
Phone: (704) 768-2584  
E-mail: kclark@toter.com

**EXHIBIT A**

**RFP#041521**



**RFP #041521**  
**REQUEST FOR PROPOSALS**  
**for**  
**Plastic Refuse and Recycling Containers with Related Technology Solutions**

**Proposal Due Date: April 15, 2021, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 15, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

Public Notice of RFP Published:	February 25, 2021
Pre-proposal Conference:	March 24, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	April 8, 2021, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>April 15, 2021, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	April 15, 2021, 6:30 p.m., Central Time **

\*\* SEE RFP SUB-SECTION V. G. "OPENING"

## **I. ABOUT SOURCEWELL PARTICIPATING ENTITIES**

### **A. SOURCEWELL**

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### **B. USE OF RESULTING CONTRACTS**

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. EQUIPMENT, PRODUCTS, AND SERVICES**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### **B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions, including, but not to be limited to:

- a. Residential, commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;

- b. Lift and tipping solutions for stationary carts and dumpsters; and,
- c. Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in Section 1. a – b. above.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Recycling and Repurposing Equipment with Related Accessories, Supplies, and Services (RFP #050119)
- b. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
- c. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920)
- d. Fleet Management Technologies with Related Software Solutions (RFP #020221) with the exception of those technologies identified in Subsection 1. c. above.
- e. Bulk Solid Waste and Recycling Equipment (RFP #040621)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

### C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.



1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$20 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.

3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### **III. PRICING**

#### **A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

#### **B. ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage

of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

##### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to

this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

#### C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

#### G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

## **VI. EVALUATION AND AWARD**

### **A. EVALUATION**

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

### **B. AWARD(S)**

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;

- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.





3/1/2021

Addendum No. 1

Solicitation Number: RFP 041521

Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Our company has a policy of having a non-disclosure agreement (NDA) signed before we can submit company financials. Will Sourcewell sign an NDA? If yes, how do I submit the NDA and have it returned? If no, how would we proceed with the submission of financials?

**Answer 1:**

RFP Section VI., E. – Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Sourcewell is subject to the Minnesota Government Data Practices Act and will not execute a non-disclosure agreement (NDA) for a Proposer.

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will determine the information necessary to best demonstrate its financial viability to Sourcewell. Examples of potential supporting material are identified in the text of the question on financial strength and stability in Table 2, "Company Information and Financial Strength," in Step 1 of the proposal preparation process. Proposals are evaluated on the content submitted.

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End of Addendum

Acknowledgement of this Addendum to RFP 041521 posted to the Sourcewell Procurement Portal on 3/1/2021, is required at the time of proposal submittal.



3/5/2021

Addendum No. 2

Solicitation Number: RFP 041521

Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

In Section III Pricing, under Section A, Requirements, item 3 of the RFP calls for pricing to be stated in Canadian and US dollars. For Canadian pricing is it possible for us to submit pricing in US dollars and then simply state, "Canadian pricing will be based on the current exchange rate at the time of quotation and order?"

**Answer 1:**

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 041521 posted to the Sourcewell Procurement Portal on 3/5/2021, is required at the time of proposal submittal.



3/8/2021

Addendum No. 3

Solicitation Number: RFP 041521

Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Describe the Administrative Fee to be paid to Sourcewell?

**Answer 1:**

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

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End of Addendum

Acknowledgement of this Addendum to RFP 041521 posted to the Sourcewell Procurement Portal on 3/8/2021, is required at the time of proposal submittal.



3/17/2021

Addendum No. 4

Solicitation Number: RFP 041521

Solicitation Name: Plastic Refuse and Recycling Containers with Related Technology Solutions

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

The RFP (Section 2.D.) states, "Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities." The contract template (Section 1.B.) states, "This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor." Please clarify if the extension period is up to two one-year extensions or one additional one-year period.

**Answer 1:**

The template contract is aligned with the contract offer that will be extended to awarded vendors as a result of the solicitation. Sourcewell includes the possibility of a second, one-year extension within the RFP to reserve that right for the parties in the event of an extraordinary circumstance during the contract term. In the unlikely event that such a circumstance arises, the contract will be amended by the parties, as needed. Awarded vendors are not guaranteed the offer of a contract extension beyond the initial four-year contract term.

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End of Addendum

Acknowledgement of this Addendum to RFP 041521 posted to the Sourcewell Procurement Portal on 3/17/2021, is required at the time of proposal submittal.

**EXHIBIT B**

**ORIGINAL GOVERNMENT CONTRACT**

**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing



restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.



Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less



broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

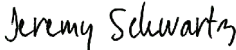
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

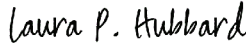
## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Toter, LLC

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/24/2021 | 7:43 PM CDT

DocuSigned by:  
  
By: 834FF567BB0940B...  
Laura P. Hubbard  
Title: Director of Municipal Sales  
Date: 5/25/2021 | 10:46 AM CDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 5/25/2021 | 10:47 AM CDT

# RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

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## Vendor Details

Company Name: Toter, LLC  
Address: 841 Meacham Road  
Statesville, North Carolina 28677  
Contact: Kellie Clark  
Email: toterbids@toter.com  
Phone: 800-424-0422 09584  
Fax: 833-930-1124  
HST#: 56-1362422

## Submission Details

Created On: Thursday February 25, 2021 07:42:29  
Submitted On: Thursday April 15, 2021 13:38:28  
Submitted By: Kellie Clark  
Email: toterbids@toter.com  
Transaction #: e18be8d7-0c74-4464-b735-48eb35840831  
Submitter's IP Address: 173.92.230.77

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Toter, LLC	*
2	Proposer Address:	841 Meacham Road, Statesville, North Carolina 28677	*
3	Proposer website address:	www.toter.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 800-424-0422 Ext 09584, or 704-768-2584.	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables. Toter products have been included in Wastequip's Sourcewell contracts since 2014.</p> <p>Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC; Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry.</p> <p>Our company's core values include:</p> <ul style="list-style-type: none"> <li>- We always act with safety, honesty and integrity.</li> <li>- We serve customers to total satisfaction by delivering value oriented, market leading products and services.</li> <li>- We act quickly but thoughtfully.</li> <li>- We identify and improve the things that matter most.</li> <li>- We provide challenging opportunities with clear expectations.</li> <li>- We embrace change.</li> <li>- We make commitments and keep them, earn trust and create respect.</li> </ul>	*



8	What are your company's expectations in the event of an award?	Toter anticipates a seamless transition from the current Wastequip contract to a Toter plastic refuse and recycling containers contract. Our sales force, dealers and distributors are ready to sell and provide solutions to our customers' needs. We already have tools and staffing in place to promote the Sourcewell contract in the marketplace among existing and potential customers to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcewell satisfies the bidding/proposal processes of customers, and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Toter, LLC is wholly-owned subsidiary of Wastequip, LLC. As a privately held company, our financial statements are not made public and we do not require audits of our divisions. Our unaudited financial statements for Toter, LLC for the year ended December 31, 2020 are attached. Our trade references and banking information is also attached in unredacted format for Sourcewell's eyes only, and a redacted format for maintenance of confidentiality with entities requesting copies of our information provided in this RFP response.	*
10	What is your US market share for the solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.	*
11	What is your Canadian market share for the solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Toter, LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff. Toter Pro Products are represented by third party sales agents and dealers.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI Z245.30-2008 - Waste Containers - Safety Requirements and Z245.60-2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the Interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>As the parent company of Toter, Wastequip has received several recognitions:</p> <ul style="list-style-type: none"> <li>- In 2019, Wastequip was recognized by Charlotte Magazine as the Best Company to Work For</li> <li>- In 2017, Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year</li> <li>- In 2016, Charles Walton, founder of Wastequip, was named to the National Waste &amp; Recycling Association's Hall of Fame. The Award is presented annually to select industry visionaries and icons that have created an enduring legacy through their inspirational leadership, core values and significant contributions.</li> <li>- In 2014, Wastequip was recognized by the North Carolina Chamber for the Honorable Mention for the North Carolina Manufacturer of the Year (more than 5 years old)</li> </ul> <p>Toter recognition:</p> <ul style="list-style-type: none"> <li>- In 2020, Toter was named by Plastics News as the second highest rotational molder in North America, as ranked by Plastics News. Toter continues to be rated the highest ranked rotational molder of plastic waste containers in North America (many years running) from this publication.</li> </ul> <p>Executive Team Awards:</p> <ul style="list-style-type: none"> <li>- Waste 360 awarded Toter's Chance Hennig, Southwest Regional Sales Manager, to the 2021 class of "40 under 40" awards. Wastequip's Kristin Kinder (Vice President of Research and Waste Stream Sustainability) and Henry Retamal (President of Operations over Toter and other Wastequip divisions) were awarded the same in 2019. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling and organics has made a significant contribution to the waste and recycling industry.</li> <li>- In 2020, Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region.</li> <li>- In 2018, Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year.</li> <li>- In 2018, Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year.</li> </ul>	*
17	What percentage of your sales are to the governmental sector in the past three years	Toter's sales to the governmental sector from 2018-2020 was 31%.	*
18	What percentage of your sales are to the education sector in the past three years	Toter's sales to the governmental sector from 2018-2020 was 0.3%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our annual sales volumes on the aggregate for state or cooperative purchasing contracts over the past three years is \$28,180,661 in 2018, \$37,439,412 in 2019, and \$32,849,179 in 2020 (restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such contract).	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Memphis, TN	Phillip Davis	(901) 417-4027	*
City of Sheboygan, WI	Jason Blasiola	(920) 459-3447	*
City of Chattanooga, TN	Roshonda Woods	(423) 643-6837	*

**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon , 32 Gallon and 24 Gallon Carts for Garbage, Recycling and Organics with A&D Services	Average size of Transactions = \$787,000	\$9,447,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 32 Gallon Carts for Garbage, Recycling and Yard Waste with Full Maintenance Services	Average size of Transactions = \$172,000	\$6,369,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage, Recycling and Organics	Average size of Transactions = \$139,000	\$6,255,000	*
Municipality	Government	California - CA	96 Gallon Carts for Garbage and Recycling with A&D Services	Average size of Transactions = \$249,000	\$5,733,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage and Recycling	Average size of Transactions = \$388,000	4,269,000	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. Our Regional Sales Managers are based in key locations throughout the US and will be responsible for field support of all current and potential Sourcwell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration, and all other field service support. Toter Pro has 4 direct national sales managers that work closely with distributors across the US. Our sales team, dealer and distributor networks and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team.	*
24	Dealer network or other distribution methods.	Toter Residential has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter Pro has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service and warranty teams.	*
25	Service force.	We have a Service Division called ContainerPros that provides services to our customers throughout the United States. ContainerPros provides services to plastic and steel containers, carts and bins. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small!	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>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.</p> <p>We believe, simply stated, that our commitment to preventing issues is the key to satisfied customers. We want all customers to have a great experience with our products – from their first contact with us all the way through product delivery and warranty service. As such, we have adopted the following customer service credo:</p> <p>COMMITMENT -</p> <ul style="list-style-type: none"> <li>- We will treat all customers with respect (regardless of size)</li> <li>- We will follow up with you upon receipt of your order to ensure satisfaction</li> <li>- We will resolve any issues quickly</li> </ul> <p>SUPPORT -</p> <ul style="list-style-type: none"> <li>- We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service)</li> <li>- We will respond quickly on quotes (same-day response in most cases)</li> <li>- We will provide an order confirmation (within 24-48 hours)</li> <li>- We will call you with shipping &amp; delivery information and provide early notification should there be any issues with your order</li> </ul> <p>Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). 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 Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs 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.</p> <p>The Warranty period begins at the date of original purchase. Toter's Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers.</p> <p>In the field are Toter's Regional Sales Managers who are industry experts ready to assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Other RSMs will be available for back-up in emergency situations. Toter's executive level will ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Toter has enjoyed the benefits of offering the Sourcwell contract to our customers over the last 7 years and are excited about the opportunity to continue our relationship with Sourcwell and growing sales off this contract over the next 5 years. All resources are in place for a seamless transition and our sales team is very familiar with the contract and ready to promote a new contract to existing and new agencies across the US. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Toter has been fortunate to have our current Sourcwell contract adopted by RMA and has worked with them and other Canadian agencies on several opportunities. We hope to continue that momentum with a new Sourcwell contract and work to expand our sales across Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Toter serves all these areas, with all of our products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of these issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
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**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Within selected media channels, Toter may announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate.</p> <p>Toter may advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News.</p> <p>Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate.</p> <p>The Toter Bids and Contracts Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in quoting and outreach as deemed necessary. This will extend the reach of Sourcewell into markets that they currently may not serve and bring awareness to those markets.</p> <p>Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>FACEBOOK: Toter utilizes both paid and organic posts to promote partnerships, product releases, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary).</p> <p>LINKEDIN: This platform allows Toter to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration.</p> <p>WASTEQUIP WEBSITE PROPERTIES: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip?" Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services.</p> <p>BANNER ADS: Toter tracks site visitors and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Toter uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns.</p> <p>WASTEQUIP YOUTUBE CHANNEL: Allows interested users (customers, consumers) to actually view a variety of Toter products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products.</p> <p>TWITTER: Toter uses Twitter to share more news oriented content or retweet relevant waste industry news content.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By sharing the above listed responsibilities, Toter's aim is to strengthen the relationship between our Regional Sales Managers with Sourcewell's professional staff. We also look forward to more proactive marketing of this contract through our Wastequip Marketing team using electronic media, email blitzes, product shows and promotional meetings. We feel we have the base information and knowledge to provide solutions to our customers through Sourcewell, and we expect the contract change to be seamless, where we can build on our existing efforts for meaningful and impactful efforts to raise awareness of the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the special requirements and customizations of Toter products, Toter does not have an e-procurement ordering platform. We accept purchase orders via Toter dedicated email address, toterpo@wastequip.com, via mail and facsimile. We have worked with customers to utilize Ariba to generate purchase orders from draft carts that Toter has entered into Ariba Supplier Solutions. We also provide invoices via Ariba. Toter can enter order updates (delivery information) in a few customers' e-procurement systems, as well as invoices into municipal systems. Therefore, we have the ability to work with our customers to accomplish what is needed when practicable.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.</p> <p>In the field, we offer assembly instructions at the end of each project for containers being serviced. This instruction usually takes 30 minutes or less due to the excellent design of the products provided, at no charge to the customer.</p> <p>Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge.</p> <p>For Toter's Professional Members:</p> <p>Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.</p>	*
37	Describe any technological advances that your proposed products or services offer.	<p>All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum.</p> <p>We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall.</p> <p>Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at a density of 6.25 pounds/gallon. In addition, we offer the 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste.</p> <p>Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection.</p>	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our parent company, Wastequip, is focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to:</p> <ul style="list-style-type: none"> <li>• Helping define the future of the waste industry with progressive thinking and leadership</li> <li>• Developing products with consideration for the environmental impact to future generations</li> <li>• Employing a diverse workforce, providing development opportunities and valuing diverse perspectives</li> <li>• Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip and Toter.</li> </ul> <p>As part of the CORE program, Toter is committed to creating more sustainable products, processes and facilities, without sacrificing legendary Toter quality. Future generations are counting on us to create better products, and to do so more responsibly.</p> <p>In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. This survey confirmed that Municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content:</p> <ul style="list-style-type: none"> <li>• Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below.</li> <li>• Further, Toter’s ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts.</li> <li>• Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing. We also look for efficiencies in sourcing our materials and have switched primarily to receiving resin via rail car, optimizing fuel-efficiency and reducing the number of trucks on the road.</li> </ul> <p>More information is available at <a href="https://www.toter.com/about-us/sustainability">Toter.com/about-us/sustainability</a>.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint.</p> <p>This survey confirmed that municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content:</p> <ul style="list-style-type: none"> <li>• Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below.</li> <li>• Further, Toter’s ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts.</li> <li>• Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing.</li> </ul> <p>More information is available at <a href="https://www.toter.com/about-us/sustainability">Toter.com/about-us/sustainability</a>.</p>



40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Toter and Wastequip are not certified as any type of disadvantaged business. We do foster diversity and our previously stated values set a common standard for all employees with equal opportunity for employment, training, performance evaluations and performance rewards and advancements.</p> <p>Toter is adept at meeting customer needs by attributing to goals that may be set by our customers for subcontracting with certified Women or Minority Business Entities (WMBE), Small Business Entities (SBE) or veteran owned business entities (VBE). For example, Toter has served the City of Memphis, TN in recent years to provide carts and cart assembly and distribution services, under Wastequip's Sourcewell Contracts. When a municipality has such goals to be met for projects and orders, we are committed to utilizing disadvantaged businesses whenever possible through Good Faith Efforts. We set out to break down a given scope of work into tasks/service segments and then identify possible use of disadvantaged businesses (usually certified by the municipality or required area or entities) as subcontractors on a case by case basis. Toter has made a concerted attempt to meet customer requested/required levels of participation. We believe it is our responsibility as a well-established company, to help to grow and strengthen smaller, disadvantaged businesses. An example of our commitment to furthering the health and well-being of disadvantaged businesses is when our logistics team routinely uses certified (and uncertified) disadvantaged/small trucking companies which meet Toter logistics standards, to transport goods all over the US and Canada. In another example, Toter also uses a certified Women Owned Business to obtain office supplies for routine business operations.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Toter maintains our focus on solutions within the waste industry, and we do not manufacture for any other industry. We also have long-term experience with Sourcewell under Wastequip's Sourcewell Contracts. We have already established routine Sourcewell customers. We have mastered the ability to win deals with Sourcewell offerings, and we have proven the ability to have successful sales off a Sourcewell contract. Our Internal and field sales, customer service, and all departments of Toter (as well as all divisions of Wastequip) are well familiar with, devoted to, and appreciative of Sourcewell Contracts.</p> <p>We are ready to further the action of satisfying all-consuming bid/proposal processes of individual customers to allow both the customer and Toter to focus on solutions for each customer, simultaneously conserving time, energy and resources through Sourcewell's already-proposed and awarded full RFP process. We believe we have experienced fewer bids through recent years as a result of our efforts at utilizing Sourcewell to help customers to obtain the product and service that they deserve through a piggyback. And with the proper tools, knowledge base, commitment and drive already in place to build upon, we look forward to our customers getting more of what they want through Sourcewell and Toter, as a "Win-Win" for all concerned.</p> <p>Toter introduced the automated curbside cart system in North America during the late 1960's, and Toter is the largest rotational molder in North America (as rated by Plastics News). Toter is the leading supplier of wheeled, rollout carts (21-96 gallons) used for curbside automated waste, recycling, organics/yard waste by cities and government entities, as well as private waste haulers. We offer Organics Carts with a higher load rating (6.25 lbs per gallon versus the required ANSI Standard load ratings for carts at 3.5 lbs per gallon). And our Bear Tough Carts have a double-walled lid and steel-reinforced rim to withstand repeated clawing and chewing, tested to withstand the wiles and vast strength of bears. We tell the toughest bears to grin and bear it!</p> <p>Toter is the "go to" for private haulers and recyclers to build cart fleets for collection services. We work with Recology, Casella, EDCO, Waste Pro, Santek, CR&amp;R and hauling/recycling companies varying in size; with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. We specialize in on-time detailed projects to set out carts to residential and commercial properties to meet municipal collection start/set dates and deadlines. Our containers for industrial, commercial and institutional customers complete the circle of solutions in the marketplace.</p> <p>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, Meijer Stores, and other retailers. Retail customers and individual buyers both find our retail products to out-last and out-task other products offered in stores.</p> <p><b>ADVANCED ROTATIONAL MOLDING™</b> – 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 molds intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology offer important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. Toter carts are different from others in the industry. During our molding process, molds are filled with a pre-measured amount of plastic micro-pellets, then moved into an oven to melt the plastic material while the machine rotates. This rotation in heat causes the plastic to coat the inside of the mold. This method does not require high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle (unlike stress created by injection molding). The mold is transferred to a cooling chamber to cure, where a microprocessor controls the cooling cycle to optimize impact strength and performance of the final product. After slowly cooling with air and water, the cart is removed from the mold to be trimmed, imprinted and assembled. Important products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when</p>

served by an automated arm, and especially in cold temperatures. Customers in extreme environments have proved that advantage. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts. Our molding process and material afford a 15-20+ year cart life expectancy, which in turn allows Toter to back our carts with a 12 year cart body warranty and 10 years on all other components.

**UNIQUE 12-YEAR CART BODY WARRANTY AND LOWEST COST OF OWNERSHIP** – Our roll cart warranty EXCEEDS INDUSTRY WARRANTY TERMS with cart bodies covered by a unique and unprecedented 12 year non-prorated warranty (all other cart components have a 10 year non-prorated warranty) since early 2016. Because we Rotationally Mold our carts rather than injection molding them as others do, we have a proven life expectancy of 15 to 20+ years. Our 12 year body warranty avoids the premature replacement of the body, which is the part of the cart that the cart lifting device engages. This warranty is “putting our money where our mouth is.” 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. As a result, all our roll cart customers obtain a currently unmatched warranty in the roll cart industry!

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components). Toter's warranty claim process for all products is available upon request.

Toter carts offer the City the lowest total cost of ownership. Toter carts are more durable and last significantly longer than competitors' carts. The City already has an inventory of parts and is familiar with the cart repairs and high performance. All of these advantages point to a product that will be environmentally friendly and highly sustainable in maintenance and lasting service.

**INNOVATION - NOT JUST A PLASTIC CONTAINER** – We continue to be the first and only manufacturer to design roll carts that are truly nestable/stackable when fully assembled and “Ready to Roll”. Our customers realize savings in storage/inventory costs and experience savings in reduced number of replacement trips. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 6-8 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. Injection molders often claim this feature, but offer wheels that pivot/slide, or even still need wheels attached.

Toter is the first container manufacturer to have introduced a new color option for the industry – Granite color bodies. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs.

Our 48 gallon size is often chosen for garbage, recycling or organics. A 64 gallon cart is 2/3 the volume of a 96 gallon cart, and many small quantity waste generators are stuck with 64 gallon carts that are still too big to meet their needs. The 48 gallon “half cart” matches the lower waste/recycling output of these customers. Lower handles (4.25” to 5” lower than our 64 gallon cart) makes tilting significantly easier for all users, including small and elderly residents, increasing user safety and reducing requests for exemption from rolling out carts to the curb.

Our roll carts feature a patented “Rugged Rim®” – with an upper rim engineered as a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim serves as a ledge on which the lid rests to create a tight seal between body and lid, and it strengthens the upper lift point and all sides of the cart body. The lid and rim together create a tight seal to keep odors in, not attracting vermin.

Toter carts and containers are an environmentally sustainable investment. Although our carts are the “World's Toughest Carts™”, and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.

In addition to our proven long service life and very low repair rate, key parts on Toter carts are interchangeable among our various cart sizes: sunburst wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs. We recognize the City's commitment to providing carts, parts, and services that will support the best cart for its citizens.

Toter provides total cart fleet maintenance services, and Toter is currently servicing the City of Fort Worth, TX with a maintenance program for its entire cart fleet. Maintenance service options available include, but are not limited to: repairs, cart washing, swapping one cart size for another, management of cart inventory, and recycling of unusable carts or components, with response time from 2 to 5 business days.

Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford

customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use!

PROFESSIONAL PRODUCTS - Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture!

Our Professional Products also include a comprehensive collection of commercial/industrial mobile and stationary lift units, to also include truck mounted lifters which are popular among haulers for municipal roll-cart collection. All are designed for safety (meeting all applicable ANSI Standards for safety and dimensions), and the lifters simply make work safer and easier.

In short, our containers and accessories are always extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. We promise that every cart, every can, and every product will be built for extreme toughness, extreme wear, and extreme purpose. They stand up to just about anything that's tossed in them – or at them! Choosing Toter means you will secure a partner you can depend on, now and in the future.

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, certain product warranties cover products and parts, but not labor for container repairs provided by Toter.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached Toter warranties for full details and terms. Our warranties do not apply to any container which has been subjected to misuse, misapplication, negligence, alternation or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Standard container warranties in the cart/container industry do not include repairs of containers, but only provide the parts for customers to make repairs. Toter does, however, offer a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Replacing product parts are simple and easy actions, with most requiring only 3 minutes or less for repairs, thus not requiring warranty repair services. For large fleets of roll carts owned by municipalities. Toter offers a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Original equipment manufacturers warranty will apply and any service needed will be coordinated with Toter through our standard warranty procedure.	*
47	What are your proposed exchange and return programs and policies?	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 – 704-930-1124) 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.	*
48	Describe any service contract options for the items included in your proposal.	For large fleets of roll carts owned by municipalities, Toter offers a Full Service Cart Maintenance Program that is included in our pricing section of this RFP. The Maintenance Program may provide repairs for just Toter carts, or may also include maintenance of other brands of carts.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Toter, LLC standard payment terms are Net 30 Days if credit has been established.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcewell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members that will substantially alter the future for all in the most positive ways. Please also refer to a NCL flyer at the end of our file uploaded under "Pricing".	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our general outline for order processing is: 1. Toter prepares proposal documents based on product selection by Sourcewell Member 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our Salesforce.com CRM system 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter. 4. Order is inputted electronically into the Toter MACOLA order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms. 6. Once signed order acknowledgement is received, order is released for production. 7. Toter logistics team contacts Sourcewell Member to schedule delivery 9. Order is delivered to Sourcewell Member 10. Sourcewell Member is invoiced 11. Report of Sales is generated out of the Toter Macola order system for specific reporting periods as needed. 12. Sales from Macola are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to price competitively while allowing our dealer network to utilize the contract (and they always prefer using the Sourcewell contract above other co-operative contracts). Toter Pro Products pricing model is a discount off list price. We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For Toter Residential, please refer to responses to questions 53 and 55. Toter Pro pricing model to Sourcewell is discounted at 30% off of list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toter Residential has provided incremental volume discounts in our pricing structure. We may offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required. We believe that it will be to both Toter's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project. Relevant details could include the quantity of each product size needed, project timing, and services included.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the 2% fee is and/or will be included in all Toter quoted prices, except for freight charges).	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing.</p> <p>1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request".</p> <p>2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand. the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project.</p> <p>3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, taxes will be added at time of quote and/or invoice. Also, Canadian GST/HST/PST taxes are not included in our proposed pricing models, and PST is not paid by Toter. If we are required to pay PST, then the Member will be required to reimburse Toter for these taxes. Any applicable taxes will be added to our quote and/or invoice.</p> <p>4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcewell price list and Foreign Exchange rates from Bank of Canada resources.</p>	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Toter has strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 2% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for locations such as (but not limited to) Alaska, Hawaii, American Samoa, and Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 2% Administrative Fee.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders (".COM" customers), we provide drop ship delivery.</p> <p>Obtained over decades, we have experience in the field delivering the assets to their final location -- a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, "What are you trying to accomplish and what challenges do you foresee"? We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide "cookie cutter" services, we provide solutions.</p> <p>Toter offers the industry's best and most unique delivery option, Fully Factory Assembled or "Ready to Roll". Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts "2/3rd's Assembled" means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Except as otherwise contractually obligated.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Toter discusses needs with the Sourcewell Member to identify solutions and generate a quote that includes the Sourcewell logo and Contract number/information of reference. Once the Member's Purchase Order is received, Toter enters the order coded as a "Sourcewell" sale into Macola, or order system. Quarterly, a report is generated from the order system and spot checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toter is proposing a 2% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <p><b>RESIDENTIAL PRODUCTS AND SOLUTIONS</b> - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</p> <p><b>PRO PRODUCTS AND SOLUTIONS</b> - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</p> <p>For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products,, we specialize in consulting with our customers to create customized waste management solutions. We also offer technology solutions identified in later questions within this platform.</p> <p>Specific to Toter Residential Products and Solutions, we offer a wide range of services:</p> <p><b>Receiving and Unloading:</b> Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable.</p> <p><b>Assembly:</b> Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable.</p> <p><b>Distribution:</b> Distribution of carts to the service area residents as predetermined during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings.</p> <p><b>Data Collection - Record Serial Numbers:</b> Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided</p>



		<p>by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located.</p> <p>Data Collection - RFID Scanning: RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located.</p> <p>Sticker/Label Application: A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field.</p> <p>Old Cart Retrieval: Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts.</p> <p>Route Audits: Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business.</p> <p>Commercial Bin Delivery: Delivery of commercial bin (FEL's and REL's) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.</p> <p>Commercial Bin Exchange: Exchange of commercial bins (FEL's and REL's) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.</p> <p>Cart Maintenance: Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures a cost savings may be repurposing where appropriate. Having a cart maintenance provider will give you piece of mind and produce a cost savings.</p>	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Please see our answer to Question #64. Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions. Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities and we are willing to work with each customer to provide a solution to needs as they arise. No job is too Big or too Small!</p>	*

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <p>Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</p> <p>Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</p>
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <p>Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</p> <p>Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</p>
68	Lift and tipping solutions for stationary carts and dumpsters	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.</p>

69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly & Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform.
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**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We will also run quarterly reports specific to sales off the contract to review and compare to prior sales history.
71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	<p>Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at <a href="http://www.wastequip.com/privacy-policy">www.wastequip.com/privacy-policy</a>. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies.</p> <p>Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology.</p> <p>Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us.</p> <p>Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law.</p> <p>The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit <a href="http://www.wasetquip.com">www.wasetquip.com</a> to view our full Privacy Policies.</p>
72	Explain your organization's approach to data protection and access.	<p>We have implemented measures designed to secure personal information and other data from accidental loss and from unauthorized access, use, alteration, and disclosure. Only authorized Wastequip personnel have access to the data on our Wastequip servers. We follow strict procedures to ensure that all data is transmitted between systems securely (HTTPS, TLS, etc.).</p> <p>All Wastequip systems, including servers, firewalls, switches, etc., are updated, secured (physically and logically), and systems are continually monitored to protect against unauthorized access of sensitive data. Any decommissioned hardware is required to have all hard drive wiped in accordance with our policies.</p> <p>Data collected by or provided to Wastequip is shared with Wastequip contractors, service providers, and other third parties when needed or required to fulfill contractual obligations with our customers. We strive to ensure that our third-party providers provide at least the same level of data protection as we do.</p>

73	Describe how your offering encourages increased participation in recycling and diversion programs.	<p>The Recycling Partnership's latest report on the state of curbside recycling shows that cart collection can increase the weight of recyclables collected by almost 30% (pg 18) so purchasing any cart increases recycling participation, improves efficiency for haulers, and fosters single-stream, which is easier for consumers.</p> <p>Curbside recycling programs depend on resident participation, and resident participation depends on education and convenience. Purchasing a Toter cart further improves recycling participation, because Toter's rotomolded carts are more durable. With an ultra-low warranty claim rate of 0.3%, Toter customers rarely encounter issues with our carts. Additionally, Toter customers report an average service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone. Toter carts also feature a best-in-class tilt-to-roll ratio, which means residents can maneuver their Toter cart with ease. With high quality equipment, residents can focus on what to put in their carts, not replacing them or working with faulty equipment.</p> <p>Higher durability and fewer warranty claims mean a lower carbon footprint, but equally important, mean a lower total cost of ownership for municipalities, which can allow municipalities to invest more of their budget in education and outreach programs to improve recycling.</p> <p>Cart colors and graphics are the primary education points for residents. Toter carts are available in a variety of colors that can help distinguish different streams for waste and recyclables. Additionally, Toter offers a variety of options for cart graphics to educate residents about acceptable recyclables.</p> <p>Toter also offers cart colors and sizes for collecting organic waste, and their durability is well-suited to handle heavier food waste.</p>
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	<p>Wastequip's technology solutions for Assembly &amp; Distribution as well as Asset Management and Service Verification are available through a web-based Platform and thus are compatible with the majority of modern operating systems. The recommended browsers are GOOGLE CHROME or FIREFOX. In addition to this, the mobile App is available for modern ANDROID Systems. This App is used by crews in the field to perform Work Orders, Service Requests or Deliveries. RFID Scanning requires specific hardware which is available through this contract.</p>
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	<p>Advanced Rotational Molding™ eliminates built-in stress, weakness and brittleness associated with injection molded products, and increases durability. Toter carts are the only rotomolded carts on the market and consistently show up as the most durable.</p> <p>In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint.</p> <p>Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below.</p> <p>Toter's ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts and ensure that residents are able to use our products with fewer issues.</p> <p>Reducing the amount of virgin resin that we use in manufacturing is one of the most important ways we can lower our environmental impacts. We believe in continuously improving our efficiency with our own scrap material and using recycled material from reliable sources, whether from end-of-life consumer waste or other plastic manufacturers.</p> <p>We also recognize that purchasing recycled content from consumers through curbside (or residential) recycling programs supports the businesses and markets that drive recycling programs providing both economic and environmental benefit to local communities.</p> <p>As we strive to replace virgin resin in our products with as much recycled content as possible while maintaining durability, we are guided by standards and definitions directed by regulations such as 40CFR Part 247 and industry partners like The Recycling Partnership and the Association of Plastic Recyclers:</p> <p>Post Consumer Recycle (PCR) - 40 CFR, 247.3 Definitions:</p> <p>Postconsumer material means a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered materials.</p> <p>Recovered Materials – 40 CFR, 247.3 Definitions:</p> <p>Recovered materials means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.</p>

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract Text.

**Line Item 76. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Toter Answer #9 - Financial Strength and Stability (4-2021).pdf - Wednesday April 14, 2021 15:18:21
- [Marketing Plan/Samples](#) - Toter Answer #32 - Marketing Samples.pdf - Wednesday April 14, 2021 15:18:37
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Toter Answers #42-#48 - Warranty and Warranty Claims.pdf - Wednesday April 14, 2021 15:18:53
- [Pricing](#) - Toter Price List for Sourcewell 041521 (with Price Adj, Leasingj) 4-15-2021.pdf - Wednesday April 14, 2021 15:19:47
- [Upload Additional Document](#) - Toter Answers #64, #65 - Toter Products.pdf - Wednesday April 14, 2021 15:20:42

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or



3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Toter, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Plastic_Refuse_Recycling_Containers_RFP_041521</b> Wed March 17 2021 03:40 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521</b> Mon March 8 2021 09:41 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521</b> Fri March 5 2021 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521</b> Mon March 1 2021 04:31 PM	<input checked="" type="checkbox"/>	1

**EXHIBIT C**

**CITY'S INSURANCE AND INDEMNITY**



## **INSURANCE REQUIREMENTS**

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any

Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

### **MINIMUM LIMITS OF INSURANCE**

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

#### **1. COMMERCIAL GENERAL LIABILITY**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

#### **2. COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

#### **3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

### **UMBRELLA OR EXCESS INSURANCE**

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) VENDOR shall provide a financial guarantee, satisfactory to CITY'S Risk

Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

#### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

- (i) *All policies of insurance* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, nonrenewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. VENDOR shall establish additional insured status for the City and for all ongoing and completed operations under Commercial General policy by use of ISO Forms or an executed manuscript insurance company endorsement that must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) All such policies of insurance shall be endorsed so the VENDORS' insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If VENDOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by VENDOR.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, VENDOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the VENDOR'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

**PROVIDING OF DOCUMENTS** - VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and**

**before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

**MAINTENANCE OF COVERAGE** - If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY hereunder shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, its principals, officers, agents, employees, persons under the supervision of VENDOR, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractors(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

### **INDEMNITY**

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees,

litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDORS'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers. Notwithstanding the foregoing, VENDOR shall not be liable for the claims of CITY or its employees under any Workers' Compensation Act, Employee Disability Act, or other Employee Benefits Act.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Contract.