

**MASTER AGREEMENT #120324****CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions****SUPPLIER: Rehrig Pacific Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 900 Corporate Center Dr., Suite 600, Monterey Park, CA 91754 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 4, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #120324 to Participating Entities. In Scope solutions include:
 - 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;
 - c) Maintenance, repair, and similar services of containers; and,
 - d) Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections a.-c., above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier 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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its

subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

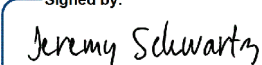
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

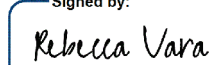
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Rehrig Pacific Company

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/23/2025 | 8:39 AM CDT

Signed by:

By: 56D629544AB04A7...
Rebecca Vara
Title: Vice President of Sales - Environment
Date: 4/23/2025 | 8:33 AM CDT

RFP 120324 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Rehrig Pacific Company

Does your company conduct business under any other name? If yes, please state: Rehrig Pacific or Rehrig

Address: 900 CORPORATE CENTER DR. SUITE 600
Monterey Park, , CA 91754

Contact: Kendria Street-Miller

Email: KSMiller@rehrig.com

Phone: 214-980-4652

HST#: 95-4608797

Submission Details

Created On: Tuesday October 15, 2024 17:17:48

Submitted On: Sunday December 01, 2024 16:02:23

Submitted By: Kendria Street-Miller

Email: KSMiller@rehrig.com

Transaction #: b4fca488-84d5-4c7f-889c-d2b42953fad1

Submitter's IP Address: 104.189.236.122

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Rehrig Pacific Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	D.B.A Rehrig Pacific or Rehrig	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UMEHLXJJARK9	*
5	Provide your NAICS code applicable to Solutions proposed.	326199 /541990	
6	Proposer Physical Address:	900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754	*
7	Proposer website address (or addresses):	www.rehrigpacific.com	*
8	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):	Jack Weber National Account Manager- Municipal Sector 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754, jweber@rehrig.com (949) 254-5781	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rebecca Vara VP, Sales 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 RVara@Rehrig.com (610) 909-5099 (mobile)	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Paulk, Director, Sales Operations 900 CORPORATE CENTER DR. SUITE 600 Monterey Park, CA 91754 rpaulk@rehrig.com (479) 295-7859 (mobile)	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Rehrig Pacific Company is an American-owned and operated manufacturer founded in 1913. A world-leading plastic container manufacturer, technology provider, and supply chain expert that committed to providing exceptional value and partnership for our customers. We have a family tradition of growth, service, and innovation that began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with seven (7) company-owned manufacturing facilities strategically located nation-wide. Rehrig Pacific Company also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. Possessing the industry's largest production capacity of roll-out cart producing machines and molds, Rehrig Pacific Company can meet the needs of our customers through short lead-time frames as well as handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps optimize delivery timing, reduce freight costs and reduce harmful carbon emissions. Rehrig Pacific Company Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas. Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.	*
12	What are your company's expectations in the event of an award?	Our expectation is to continue to work closely with Sourcewell and the growing number of participating entities who use the Sourcewell Cooperative Agreement to mutually grow our business. Our Rehrig salesforce is constantly exploring opportunities to grow our customer base and our solutions to meet the growing needs of the Industries and Customers we support, especially those within the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig will be leveraging this partnership to enable prospective municipal customers to purchase our products easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 4% annually with much of this growth via the Sourcewell contract and partnership	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	This strategy ensures a robust and multi-faceted approach to promoting the Sourcewell opportunity, leveraging our extensive industry experience and marketing capabilities to drive awareness and engagement. Revenue and Sales - FY24 Net Sales: \$650 million - Current Ratio: 1.70 - Total Assets: \$425 million Our substantial asset base and ongoing investments ensure we continue to innovate and deliver value. Please see uploaded financials outlining Rehrig Pacific Company's financial strength.	*
14	What is your US market share for the Solutions that you are proposing?	Presently our US market share is around 40%. Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this time Rehrig has manufactured and shipped more than 45 million roll-out carts throughout North America, successfully partnering with some of the North America's largest and most elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same time Rehrig Pacific has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, and GFL.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Rehrig Pacific Company's Canadian market share is 40% and growing rapidly.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any current or completed bankruptcy proceedings within the past seven years.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products and sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Sales Team consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (4) National Account Managers, and (14) Territory Sales Managers. Our sales team also consists of (8) Account Specialists who provide dedicated customer service and support for our Customers and our Sales Team on a daily basis. Our infrastructure does not require the need for dealer or distributor network. Our sales team and our (7) domestic, company-owned manufacturing facilities provide the capacity, capabilities and support required to meet the needs of our new, existing and growing number of customers.	*
18	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.	Rehrig Pacific Company maintains proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant. We also hold current business licenses and/or certificates of good standing with all 50 US State & Canada as required. We also have certifications for our bear resistant containers through the Wildlife Management Institute for our 95G & 65G semi-automated and 35G Fully automated bear carts	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Rehrig Pacific Company has no debarments or suspensions or been included in possible Responsible party within the past seven years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. •Great Place to Work 2019-2024: One of the recent accomplishments includes being certified four years in a row as a Great Place to Work (2019-20, 2020-21, 2022-23, 2023-24). This certification came through surveys where employees expressed their satisfaction and positive sentiment about working for such a great company. •Ecovadis sustainability rating in February 2024 and Ecovadis Bronze rating in 2021. •Fortune Best Workplaces in Manufacturing & Production in 2021 and 2022. •2021 Recycling Champion Award from the Florida Recycling Partnership Foundation. •In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. •In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. •Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. •Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Rehrig Pacific's sales to the Governmental Sector has ranged from 30-32% driven by the efforts of our Environmental Sales Team. The size of our Municipal/Government Sector business fluctuates each year based on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Additionally, factors like the Covid-19 pandemic, recessions, and tight budget constraints can impact a municipality's decision to automate their collection in any given year. Strategically, Rehrig Pacific is projecting that cities will continue to convert their collection systems to automated collection and will continue to leverage Technology solutions to optimize their operations.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than one percent. It is important to understand that educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. This being said, Rehrig Pacific will sell any educational institution who is interested in purchasing our products and services directly.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	1) Omnia Partners with an average of 25 million annually. 2) Massachusetts State Contract with an average of \$300K annually.	*

24	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?	n/a We do not hold any GSA contracts.	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Kansas City, MO	Louis Cummings	816-513-3600	*
City of Columbia, MO	Steve Hunt	573-874-7264	*
Clay County, FL	Milton Towns	904-284-6374	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Our Environmental Sales Force includes the following key personnel: • 1 Senior VP of Sales • 1 VP of Sales • 2 National Account Managers focused on the Municipal Sector • 3 Regional Sales Managers • 14 Territory Sales Managers • 8 Account Specialists Our entire sales force is strategically located across North America and Canada. The National Account, Regional, and Territory Sales Managers will serve as the primary points of contact for our customers. Their responsibilities include: • Promoting and selling products/solutions using a consultative approach to both existing and prospective customers within their designated territories. • Developing and presenting solutions using Rehrig products and services to key decision-makers, effectively articulating the value of our solutions in addressing clients' organizational challenges. The Rehrig Pacific sales team, at various management levels, receives product and sales training up to three times a year to ensure they maintain up-to-date knowledge on products, industry trends, and technical information. Additionally, our sales team are supported by eight Account Specialists who provide dedicated customer service and support on a daily basis (Customer Service). Our Account Specialists partner with our sales territory managers with managing all of our customer's needs. Our sales force is supported by our corporate and manufacturing staff, who provide remote back office and operations support. The support teams include: • Sales Operations • Procurement (Resin, Materials, Tooling, Logistics) Customer Experience (Customer Service) • Human Capital (HR/Training) Manufacturing • New Product Development/Design EH&S (Safety) • Sustainability • Service Operations (Cart Maintenance/Assembly & Delivery) Technology • Operations Support (Implements and supports our Vision Software Technology platform)	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Rehrig Pacific Company and our dedicated, company-employed sales team sell our proprietary products directly to the end-user. With seven (7) roll-out cart producing plants strategically located throughout the United States, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.	*

28	Service force.	All of our customer's needs and requests are received by our dedicated company-employed Sales and Customer Service team. If the needs of our customers are related service-related solutions including but not limited to Assembly & Distribution and Cart/Container Maintenance, the Rehrig Pacific company-employed Service Operations Team will receive feedback on those needs from our Sales and Customer Service Team and will engage with our customers to implement solutions consistent with needs and timing of our customers. Our Rehrig Pacific Service Operations Team engages with our customers to support projects across the United States and in Canada	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders. Upon submission into JDE, sales order forms are input with a category code that keys the order as a Sourcewell Cooperative purchasing order. For reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcewell category code. Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. After review and approval by the relevant parties, the sales report is sent to Sourcewell and, simultaneously, Accounts Payable for processing and payment.	*
30	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.	The role of our Account Specialists (Customer Service) is to be the primary point of contact between Rehrig Pacific and our customers. Our Account Specialists are responsible for maintaining customer accounts and files, providing product, solution and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialists report to the Customer Service Manager for the Environmental Business Unit. Our Environmental Account Specialist Team consists of eight (8) members strategically assigned to Sales Representatives. With eight Account Specialists covering fourteen sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include: *Setting up new customer accounts *Maintaining and updating customer records and files *Take customer orders either directly from customers or Sales Representatives *Lead all post sales efforts to ensure customers' needs are met and have a positive buying experience. *Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions *Expedite, track and review customer scheduling requirements *Initiate correction process to resolve customer complaints and service requests *Review customer warranty and submit warranty claims	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we have the ability and willingness to provide our products and services to Sourcewell participating entities in the United States. Our current Co-Op contract is a go to sales tool for the Rehrig sales force to provide value to our customers. We currently offer and ship our solutions to municipalities in all 50 states. Our seven (7) manufacturing facilities make the prospect of servicing such a large customer in a large country that much easier.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Rehrig Pacific Company will serve any qualified Sourcewell members in North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far-reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rehrig Pacific does not have any restrictions that would apply to members in Hawaii, Alaska or US Territories.	*

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Rehrig Pacific will extend terms of the cooperative agreement to any entities.	*
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Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company considers our relationship with Sourcewell to be a beneficial one and we look forward to continuing our relationship. With our market share and industry influence, we can provide our products and services to Sourcewell participating entities in the United States, demonstrating our confidence in the value our association serves. Our Sourcewell Co-Op contract is a valuable sales tool for Rehrig, aligning with our strategy to showcase our products, services, and people. To strengthen that relationship, our marketing strategy leverages a comprehensive mix of digital and traditional media to maximize visibility and engagement within the Waste and Recycling industry. We aim to highlight the benefits of cooperative purchasing through Sourcewell, emphasizing our leadership and expertise. This strategy will be implemented across several segments: 1. Trade Shows and Industry Engagement Rehrig Pacific Company participates in numerous regional and national trade shows annually, showcasing our products and services. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo, the industry's largest trade show, attracting thousands from both municipal and private sectors. Additionally, we sponsor and are members of The Solid Waste Association of North America (SWANA), which hosts the annual WasteCon trade show. Our sales team also attends various regional trade shows throughout the year. We will highlight our partnership with Sourcewell through our booth designs at these events. Examples: •Major Events: Actively participate in over 50 national and regional events annually. Key sponsorships include the premier annual industry event Waste Expo in May, where we have been the Registration Sponsor for the past five years and the Opening Night Party Sponsor for the past three years. We are a major sponsor of the National Waste & Recycling Association (NWRA), which hosts Waste Expo •Booth and Signage: Secure prime booth locations and prominent signage at major trade shows to enhance visibility. •Speaking Engagements: Participate as speakers and panel members to showcase our thought leadership. 2. Website Our recently updated, user-friendly website provides Sourcewell members with detailed information about our products and services, including specifications, technology services, case studies, videos, sustainability efforts, office locations, and contact information. We will use the website to amplify our partnership with Sourcewell and showcase our growing network of partner brands and companies. Examples: •Video Content: Develop videos for municipalities that showcase the partnership with Sourcewell and its impact on their waste and recycling programs. •Advertorials: Co-author advertorials for Waste Today and Waste 360 to explain the benefits of cooperative purchasing. •Targeted Campaigns: Align on targeted LinkedIn campaigns to build awareness of the power of cooperative buying. 3. Digital Marketing Rehrig Pacific maintains an active presence on LinkedIn, Facebook, Twitter, and YouTube, publishing unique content weekly about our brand, products, services, trade shows, conferences, awards, and recognitions. We have focused on enhancing our LinkedIn presence and sharing our story as an integrated solutions provider. We also highlight new product launches, partnerships, and employee recognition through video content and social banner posts. Examples: •Website and Collateral: Continuously update our website and marketing collateral to reflect on the latest case studies, videos, and success stories related to Sourcewell. •Social media: Utilize both paid and organic LinkedIn campaigns. Paid campaigns will run for 4-6 months annually, focusing on key trade shows and events. Organic posts will be scheduled 2-4 times per month, featuring rollouts and updates. •Email Marketing: Deploy targeted email campaigns timed around major trade shows and specific events to drive engagement and awareness. 4. Advertising We advertise in several industry publications, including Waste 360, and execute digital marketing campaigns across various platforms to reach target audiences. Our past campaigns have utilized Facebook, Google, and LinkedIn for banner ads, video ads, and sponsored content. We also run paid search ads on Facebook and Instagram. Additionally, we distribute direct mail advertisements and publish press releases to highlight new product releases, partnerships, and municipal contract acquisitions. Examples: •Waste 360: Maintain an always-on digital presence with banner ads, high-impact ads, eblasts, and sponsored content such as videos and advertorials.

		•Waste Today: Combine print and digital strategies with full-page ads, advertorials, and digital promotions, including retargeting and email blasts. 5. Sponsorships & National/Business Group Meetings We host special guests, including partners and customers, at our national sales meetings. As a Sourcwell vendor, we encourage Sourcwell representatives to attend and speak to our sales team about the benefits of cooperative purchasing contracts. We also invite partners and customers to visit our RISE (Rehrig Innovation Showcase Experience) Center in Dallas, where they can learn about our company's history, products and services. Examples •Industry Events: Support major industry events and over 50 regional events per year, including silent auctions, charity events, and golf tournaments. •Community Initiatives: Engage in community-focused initiatives to build goodwill and strengthen our brand presence. 6. Measuring Engagement To measure engagement effectively, we will implement a variety of metrics and tools tailored to each marketing tactic: •Digital Marketing Metrics: Track website traffic, page views, time spent on pages, and conversion rates using tools like Google Analytics. Monitor LinkedIn engagement through likes, shares, comments, and click-through rates (CTR). Track email marketing metrics such as open rates, click-through rates, and conversion rates. •Paid Media Metrics: Measure impressions, CTR, and conversion rates for digital ads on platforms like Waste 360 and Waste Today. Assess the effectiveness of retargeting efforts by tracking engagement and conversion rates. •Trade Shows and Industry Engagement Metrics: Track the number of attendees visiting our booth and participating in our sponsored events. Measure the number of leads generated and their subsequent conversion rates. Collect feedback from event participants through surveys. •Creative and Co-Branded Initiatives Metrics: Track views, watch time, and engagement on videos. Measure the reach and engagement of co-authored advertorials through publication metrics and reader feedback. •Sponsorships and Community Engagement Metrics: Track the number of events sponsored and the level of engagement. Collect feedback from community initiatives. •Overall Performance Metrics: Calculate ROI for each marketing tactic, measure customer acquisition cost (CAC), and assess customer lifetime value (CLV). By regularly monitoring these metrics, we can adjust our strategies to optimize engagement and ensure the success of our marketing efforts.	
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rehrig Pacific Company proudly partners with Salesforce, using tools like Pardot to create effective marketing email blasts and digital campaigns. These tools help us reach our targeted audience with precise messaging. By leveraging Salesforce's CRM, we can identify new sales leads and maintain diligent communication throughout the sales funnel. Each month, we review analytics reports from our website and digital platforms to analyze the success of our recent messages. This helps us determine if adjustments are needed in banners, copy, and other content. On social media, our focus over the past year has been on amplifying our story, products, services, and sustainability efforts through unique content, including videos, banners, and sell sheets, particularly on LinkedIn. This strategy has significantly grown our digital presence, expanding our network, increasing company followers, and boosting monthly impressions, visitors, and engagement on our posts.	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	Rehrig's expectation is that Sourcwell will continue to grow the number of eligible participating members who can purchase from or through our agreement. We also expect Sourcwell to continue to support their Vendors in states and cities where procurement practices might preclude them from purchasing off the Sourcwell agreement. Regarding our sales process, our sales organization on the Environmental team will continue to emphasize and promote cooperative purchasing to all prospective Sourcwell members.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to several of our larger customers. We also have customers that use services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
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41	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.	Our automated roll-out carts typically do not require user training, as Municipal Public Works Departments and Sanitation Divisions are already well-versed in their use. Each container is marked with instructions on proper operation and handling. Our sales team is also available to conduct specific product training sessions upon customer request. For our Vision Technology products, Rehrig Pacific provides comprehensive training. This includes hardware installation training during program startups, as well as ongoing software training to ensure effective use of the technology. Rehrig Pacific Company offers our customers the opportunity to tour any of our seven U.S.-based manufacturing plants. These tours provide a firsthand look at the processes used to manufacture and ship our solutions. Additionally, our Rehrig Innovation Showcase Experience (RISE) in Dallas serves as an educational resource, promoting the history, use, and innovation of our products to both customers and employees.	*
42	Describe any technological advances that your proposed Solutions offer.	Vision Software: Rehrig Pacific's proprietary Vision Software was developed internally to provide city and county collection operations with enhanced visibility. Our offerings include Work Order and Inventory Management, Service Verification, Visual Verification, Industrial Container Tracking, and other applications designed to help cities improve efficiency and reduce costs in their collection operations. Co-Injection Manufacturing & Use of PCR: Rehrig Pacific has made significant investments in Co-Injection technology. This process allows us to produce roll-out carts using recycled materials while maintaining our customers' brand colors. As state and federal legislation increasingly requires products to be made with recycled materials, municipalities are demanding that roll-out carts contain at least 30% post-consumer recycled plastic (PCR). Typically, PCR material is multi-colored, making it difficult for competitors to produce carts in colors other than black. However, our Co-Injection process enables us to use multi-colored PCR material for the cart's core while applying the municipality's chosen color to the exterior. This ensures that we can meet legislative requirements and customer preferences for standard colors like green, blue, brown, yellow, and grey.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. In the early 1970's using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices. Recyclability: Today, all Rehrig Pacific's waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate. Carbon Footprint: Our seven manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry's greatest capacity (7 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig's manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base. Zero Waste Production: Rehrig takes great pride in our effort to create a "waste free environment" in our manufacturing facilities. Our "Zero Waste" Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid. Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960's. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country's landfills. Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today's struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the number of plastics from entering our oceans.
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	•EcoVadis Sustainability Rating Feb 2024 & Bronze Rated in 2021- EcoVadis is the global standard sustainability management platform for trading partners to equally identify areas of accomplishments and opportunities for improvements with regards to sustainability topics. The platform monitors performance while driving continuous improvement. An EcoVadis Rating provides the requesting company/organization with a trusted assessment of their CSR performance, while enabling their suppliers (RPC) to map out the company's sustainability infrastructure. We rank in the 50th percentile which means Rehrig scored higher than or equal to 50 percent of all companies rated by Ecovadis. •Operation Clean Sweep (OCS) Member Since 2021 Operation Clean Sweep is an international program administered by the American Chemistry Council (ACC) and the Plastics Industry Association, (Plastics) designed to prevent resin pellet, flake and powder loss and help keep this material out of the marine environment. All 7 of our U.S. cart manufacturing plants have made the Operation Clean Sweep ® (OCS) pledge and have become an OCS program partner to help control plastic resin loss worldwide. OCS members commit to making zero pellet loss a priority, assess their company's situation/needs, raise employee awareness, and create accountability and look for ways to improve the program. We must requalify every year to maintain this status. •The Only Cart Manufacturer named a Funding Partner of the Recycling Project-the Recycling Partnership is a national nonprofit organization dedicated to transforming recycling systems across the United States. Their mission is to build a better recycling system by making packaging more circular and meeting collective climate and sustainability goals. To become a funding partner, organizations must be committed to supporting the mission of The Recycling Partnership, participate in strategic discussions /initiatives to improve recycling systems and collaborate with other partners and stakeholders to achieve common goals. •ISO/TS 22002-4 certified locations. We have two (Lawrenceville, GA and Dallas, TX) that are ISO/TS 22002-4 certified, and we are working to obtain certification to this standard in our other plants.
45	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?	Rehrig Pacific has been a family-owned business for more than 113 years. Rehrig Pacific has 7 U.S. based and Company-Owned manufacturing facilities, each capable of meeting the needs of our Environmental Customers Rehrig Pacific has an in-house dedicated Sales Team, Customer Service Team and Service Operations Team with expertise and long-standing track record of exceeding the expectations of our customers. Rehrig Pacific has the industry's largest menu of roll out containers and ancillary products and services available to Sourcewell members to meet ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig' s proprietary Vision Technology solution without having to source this technology from a third party. Conversely, many competing roll-out cart manufacturers who offer technology are buying third party technology or using off the shelf technology. Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life. Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of 14 Territory Sales Manager and 8 Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a satisfied customer experience without having to purchase their needs from several manufacturers.

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	Rehrig Pacific Company uses the high-pressure injection- molding process to manufacture almost all our products. Specifically, in many of our roll out carts we also leverage proprietary co-injection technology/process that allows us to incorporate recycled plastic into the core of the products we manufacture while maintaining the desired visual appearance consistent with our customer's brand/color preference. Five of the six (6) leading manufacturers of roll-out carts use the injection- molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components, product design, material quality and manufacturing. For example, a roll-out cart vendor can have a well-designed roll- out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless of if it's a rotationally molded cart or an injection- molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll- out carts in a short period of time.	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	Rehrig Pacific Company follows the NIST Cybersecurity Framework v2 to ensure robust information security for both internal operations and customer data. We implement best practices like least privilege, segregation of duties, and security logging. All data handled by our employees, contractors, or third parties is protected under our detailed Data Classification and Protection Policy, ensuring the security of all non-public information. The NIST Cybersecurity Framework is a set of guidelines developed by the U.S. National Institute of Standards and Technology (NIST) to help organizations manage and reduce cybersecurity risks. Please see https://csrc.nist.gov/pubs/cswp/29/the-nist-cybersecurity-framework- csf-20/final to learn more about the NIST cybersecurity Framework	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	Rehrig Pacific is dedicated to making a positive impact on the world, both now and in the future. Our mission is driven by sustainability, and our solutions support a circular economy for our customers. Our products are designed to be recyclable at the end of their life. We collaborate with customers to reclaim end-of-life products and reuse the materials in the production of new carts and containers through our proprietary co-injection process. We have an in-house materials laboratory that evaluates alternative materials. We continuously explore the use of materials like Post-Consumer Resin (PCR) to divert waste from landfills. Roll-Out Cart Features: Our carts are manufactured using the co-injection method with PCR. This process allows us to incorporate more types and quantities of PCR compared to rotational molding, which uses powdered resin and limits PCR integration. We also offer a buyback credit for broken or damaged carts. Technology Features: Our Vision Technology Solution includes several applications that municipal collection operations use to improve efficiency in collecting solid waste, recycling, and organic waste. These technologies, along with our roll-out carts, play a significant role in increasing participation in recycling and diversion programs.	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	Rehrig Pacific is not a certified as any type of disadvantaged business. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. However, whenever possible Rehrig Pacific Company opts to sub-contract out portions of our contracts to MBE/WBE/DVBE companies who are able to obtain certification in the municipalities we service.	*
51		Minority Business Enterprise (MBE)	☐ Yes ☒ No	No, we are not certified as an MBE	*
52		Women Business Enterprise (WBE)	☐ Yes ☒ No	No, we are not certified as an WBE	*
53		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	No, we are not certified as an DOBE	*
54		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	No, we are not certified as an VBE	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	No, we are not certified as an SDVOB	*
56		Small Business Enterprise (SBE)	☐ Yes ☒ No	No, we are not certified as an SBE	*
57		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	No, we are not certified as an SDB	*
58		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	No, we are not certified as an WOSB	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	Payment Terms: Net 30 Days	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcewell members 3rd party financing companies.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Rehrig Pacific prepares and delivers a proposal document to municipal customers. This document highlights our company's capabilities, values, the quality of our products, and the vehicles we offer to meet municipal needs. Once an opportunity is awarded, we confirm the details through a quote sheet that specifies the awarded products and their specifications.	*
62	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?	Rehrig Pacific does accept P-Card but not offer terms through this process payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.	*

63	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.	Rehrig Pacific Company has submitted line-item pricing. Our pricing model is one that is proposing "ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcewell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.	*
64	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.	Rehrig Pacific does not set a pricing discount. Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger opportunities.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	Rehrig's pricing is by line-item and represents ceiling pricing. This affords the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Just as we have been offering Sourcewell members on our current agreement, Rehrig is proposing a line item titled, "Sourced Goods Option". This line item will allow any Sourcewell member to purchase ancillary and/or related products at Cost +15%.	*
67	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.	All of our Sourcewell pricing exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable tax. Rehrig has submitted pricing for our Vision Technology items such as hardware installation, training setup and warranty calls.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to ensure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with third party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific's Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member's invoices.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Canada, Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53' dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all these services.	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to Sourcewell members' residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted third-party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Rehrig Pacific Territory Sales Manager will work with Sourcewell members to ensure the pricing offered and quoted to those members is consistent with the Sourcewell agreement. The quote documentation will be stored in Salesforce and will have Sourcewell documented, and this will be entered into our ERP System (JDE) once the orders are received and confirmed. All invoicing for subsequent orders from Sourcewell members will be coded in JDE as being associated with Sourcewell and it is these codes that will enable the quarterly reporting to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our internal metrics will focus on measuring actual performance and activities against the expectations and goals outlined in our Sales Team Key Accountabilities. These accountabilities highlight areas aligned with our Strategic Plan and annual Budget. Each Sales Team member, across all geographical regions, will have proportional goals and responsibilities aimed at maximizing the potential of municipal strategies, leveraging Sourcewell as a key resource to enhance our engagement with municipal customers. We will regularly track actual versus expected results for our Key Accountabilities using Salesforce. Both quantitative and qualitative approaches will be used to evaluate the health of our opportunity pipeline, ensuring our progress aligns with the strategic goals set forth in the Key Accountabilities. Additionally, monthly tracking of actual versus expected results for our annual Budget will be conducted, with action plans developed to address any discrepancies. For Marketing and Outreach Effectiveness, we will monitor metrics such as the number of marketing campaigns, leads generated, and conversion rates from our efforts targeting Sourcewell participating agencies. Activity for these metrics will be documented and measured in Salesforce, which will enable us to optimize strategies, enhance customer engagement, and achieve superior business outcomes. Rehrig utilizes Salesforce as a means for leveraging and measuring all aspects of our sales team including performance and sales (budgets). Using various tools within Salesforce, our sales reps are tracked to measure their activity and are held accountable for developing a list of top 5 municipal prospects. As a company, we also track our monthly and quarterly sales for Sourcewell with an annual goal of increasing our sales 3-5% annually.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered does not fit the categories above. Please specify the basis for the pricing offered, including any unique circumstances or justifications that apply.	The nature of our business is to offer participating entities the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement.

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Rehrig Pacific Company is proposing the most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiency and drive out cost. Recycling Bins Our vast menu of products includes various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin. Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection. Our complete line of residential collection containers used in semi-automated and fully automated collection programs include the commonly preferred sizes of 35- gallon, 65-gallon and 95- gallon roll-out carts. In addition, Rehrig also offers an 18- gallon (65- liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll- out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the Cities of Los Angeles, Seattle, Edmonton, San Diego, Toronto. Commercial Containers & Public Litter Containers Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas. Services Rehrig Pacific Company, under our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Software Technology. Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Vision Technology Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking. Material Buyback Rehrig Pacific Company provides a Buyback program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core plastic, Rehrig Pacific offers ancillary products services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Rehrig Pacific can offer all these products to participating entities. •Residential-sized refuse and recycling containers in three sizes and models: •95,65 and 35 Gallons •Enviroguard (EG) and Nestable Bar (NB). •We offer collection bins in the following sizes: •18 Gallon Huskylite Recycling Bin •Open Handle 32Gallon Round Can •25 Gallon Round Can •We offer the following Bear Carts sizes •Fully Automated 95 & 65 Bear Resistant Roll Out Carts •35 Gallon Semi-Automated Bear Resistant Roll Out Cart. Our Carts are easy for residents to roll to the curb, robust and compatible with automated lift arms, and are constructed from high-quality, durable plastic with the ability to include recycled materials	*
78	Lift and tipping solutions for stationary carts and dumpsters	☐ Yes ☒ No	Rehrig Pacific does not offer tipping solutions, but we do have an in-house design team capable of working with our customers to develop solutions to meet their needs, challenges and goals.	*
79	Maintenance, repair, and similar services of containers	☒ Yes ☐ No	Rehrig Pacific offers a comprehensive cart maintenance program. We manage the delivery, pickup, repair, and maintenance of all roll-out carts in your service area. For a monthly fee per cart, we handle requests from residential customers for new pickup service, end of service, additional carts, cart size changes, lost or stolen carts, and cart repairs. Our local field service team responds promptly and courteously, adhering to your established customer protocols.	*

80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	☒ Yes ☐ No	•Work Order + Inventory enables real time confirmation of container movements without the need for manual reporting. It can provide visibility into container stock, inventory, eliminating the need for manual checks. •Service Verification captures accurate collection data with RFID and photo exception events with truck-mounted RFID and Camera Hardware that directly feeds into Vision reporting and Map Center. Eliminates the need to scroll through footage for collection proof and aggregates data to manage route balance and reduce call-backs, confirms that drivers pick up on schedule, bins are in the right places, and work is getting done on time. •Visual Verification provides a two-camera system that captures visual evidence of services, or attempted services, which are easily documented and verified. With this service, customers can capture service completion, identify curbside contaminants and record bulky pick-ups. •Industrial Container Tracking lets you know where your containers are through an easy-to-use interface that loads onto your existing iOS or Android devices, reducing the need for manual drivers and physical confirmation Scalable and secure, Vision® Technology uncovers opportunities for enhanced efficiency, leading to improved outcomes and increased resident satisfaction.	*
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Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		☐ Yes ☒ No

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.”

- [Pricing](#) - Rehrig Pacific Company - Pricing - Sourcewell RFP 120324 Plastic Containers-Final.xlsx - Sunday December 01, 2024 16:01:04
- [Financial Strength and Stability](#) - Rehrig Pacific Company - Rehrig Financials - RFP 120324 Plastic Containers.pdf - Tuesday November 26, 2024 18:38:42
- [Marketing Plan/Samples](#) - Rehrig Pacific Company - Marketing Plan - RFP 120324 Plastic Containers.pptx - Wednesday November 20, 2024 11:30:10
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - City of Kansas City- 65G Trash February 2024 Final_Redacted.pdf - Thursday November 07, 2024 12:28:34
- Requested Exceptions (optional)
- [Upload Additional Document](#) - RPC Response to Sourcewell RFP #120324 Plastic Refuse&Recycling Containers & Tech. Solutions..pdf - Wednesday November 27, 2024 10:33:52

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Jack Webber, National Accounts Manager- Municipal Accounts , Rehrig Pacific Company

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 obligations contemplated in the solicitation proposal.

☐ 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
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	☒	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	☒	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	☒	1