

**MASTER AGREEMENT # 010825****CATEGORY: Bulk Solid Waste and Recycling Equipment****SUPPLIER: Wastequip Manufacturing Company LLC**

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 Wastequip Manufacturing Company LLC, 6525 Carnegie Blvd., Suite 300, Charlotte, NC 28211 (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 May 19, 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 #010825) to Participating Entities. In Scope solutions include:
- a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
 - b. Knuckleboom and grapple loaders;
 - c. Hook and hoist dumpster loaders;
 - d. Roll-off trucks; and
 - e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. 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 only Included Solutions of its manufacture, sold by the Supplier, or by a Supplier authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or 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 Sourcewell 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 undisputed payment, delinquent undisputed payments, underpayments of undisputed amounts, or other material 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.** Neither the Supplier nor Sourcewell may assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Notwithstanding the foregoing, 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. 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 Either Party 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 TO THE EXTENT THE INCLUDED SOLUTIONS HAVE BEEN USED ACCORDING TO THEIR SPECIFICATIONS. Sourcewell's responsibility will be governed by the State of

Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. IN NO EVENT WILL SUPPLIER BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE INDEMNITEE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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 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.** Either Party may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Recipient will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Breaching Party 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

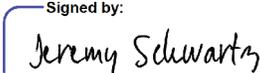
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

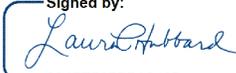
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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 mutually determined by Participating Entity and the Supplier. 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.
- 9) **Force Majeure.** Supplier shall not be held responsible for delay or default caused by acts of God or other conditions that are beyond Supplier’s reasonable control.

Sourcewell

Wastequip Manufacturing Company LLC

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/29/2025 | 6:53 AM CDT

Signed by:

 834FF567BB0940B...
 By: _____
 Laura Hubbard
 Title: Director of Municipal Sales
 Date: 5/28/2025 | 5:46 PM EDT

RFP 010825 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC
(Bid Location) 841 Meacham Road
Address: Statesville, NC 28677
Contact: VICKY CONNELLY-TURMAN
Email: bids@wastequip.com
Phone: 800-424-0422 09641
HST#: 22-3191624

Submission Details

Created On: Thursday November 14, 2024 09:04:29
Submitted On: Wednesday January 08, 2025 09:47:56
Submitted By: VICKY CONNELLY-TURMAN
Email: bids@wastequip.com
Transaction #: 47b1e5d2-7634-436b-8161-d5c3fac75387
Submitter's IP Address: 4.37.174.194

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.	Wastequip Manufacturing Company LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
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).	Wastequip Manufacturing Company LLC's affiliates are its Wastequip sister companies, Confab, Galbreath (Pioneer), Amrep, ContainerPros, Wastequip WRX, Wastebuilt, and Mountain Tarp; however, Wastequip Manufacturing Company LLC is the Responsible Supplier to execute this master agreement with Sourcewell.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: C6CCF17GV7B7 CAGE Code: 1LRZ1
5	Provide your NAICS code applicable to Solutions proposed.	332420, 332439, 333131, 333310, 423830, 333923
6	Proposer Physical Address:	6525 Carnegie Blvd, Suite 300 Charlotte, NC 28211
7	Proposer website address (or addresses):	www.wastequip.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):	Laura Hubbard Director of Municipal Sales 841 Meacham Road Statesville, NC 28677 lhubbard@wastequip.com 704-682-3398
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Vicky Connelly-Turman Bids/Contracts Supervisor - Steel 841 Meacham Road Statesville, NC 28677 vconnelly@wastequip.com 980-987-7602 ext. 9641
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie Clark Senior Manager, Bids and Contracts, Wastequip, LLC & Toter, LLC 841 Meacham Road Statesville, NC 28677 kclark@wastequip.com 980-987-7602 ext. 9584

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

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.	<p>Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina, with over forty (40) manufacturing and service facilities throughout North America. Wastequip employs more than 2000 dedicated employees.</p> <p>We serve our customer base on a local level while delivering cost advantages that smaller manufacturers cannot achieve. This gives Wastequip a clear edge over our competitors.</p> <p>Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision is to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery, and outstanding customer service.</p> <p>Wastequip systematically acquired the leading businesses and brands over the course of three decades, combining them under the Wastequip name. These trademarks included everything from standard and specialized steel containers for every waste handling need, to garbage trucks to hoists, carts, and tarping systems, as well as container and compactor maintenance, repair, and service. For all of your waste handling needs, Wastequip is your "All In One" company.</p>	*
12	What are your company's expectations in the event of an award?	<p>Wastequip anticipates the following as a potential incumbent awardee:</p> <ul style="list-style-type: none"> • Continue to raise market awareness of our Sourcwell contract, our goods, and services by partnering with other Awarded Sourcwell Vendors and providing comprehensive product purchase solutions through our Sourcwell contract. • Continue to promote Sourcwell among our current clientele and extend this service to Wastequip's recently acquired businesses. • Maintain and enhance our dealer networks' comprehension of Sourcwell and how to use our Sourcwell contract to obtain a competitive edge. • Continue to increase market share in order to sustain revenue growth. • Together, Wastequip and Sourcwell can provide Public Agencies with quality solutions within one "All In One" company. 	*
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.	<p>The attached Organizational Chart shows Wastequip Manufacturing Company LLC's relationship to Wastequip, LLC and ultimately to Patriot Container Corp. Patriot Container Corp. is the level of ownership where we produce our financial statements and report earnings; therefore, we have attached a copy of our most recent unaudited financials. As a privately held company, our financial statements are proprietary trade secrets and we take great lengths to protect the confidentiality of this information by restricting disclosure of this information to those that have a need to know for a specific purpose (typically through non-disclosure agreements).</p> <p>Wastequip Manufacturing Company LLC is providing these financial statements as required by the RFP terms and trusts that Sourcwell will not post this information for public viewing and provide Wastequip Manufacturing Company with notice if a FOIA request is made for information that would include these financial statements.</p> <p>*You can find these attachments along with a referral letter from our bank uploaded in the Financial Strength and Stability Documents labeled, "RFP #010825 WQ Financial Strength and Stability"</p>	*
14	What is your US market share for the Solutions that you are proposing?	<p>While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position upon request. Based on our internal estimates, we determined that most of Wastequip's business units are a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Most of our divisions do a small amount of business in Canada; therefore, we do not track our Canadian market share. However, we will seek further business in Canada, utilizing Canoe, and increasing Revenue.</p>	*
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 Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*

17	<p>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).</p> <p>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?</p> <p>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?</p>	<p>Wastequip Manufacturing Company LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Wastequip Manufacturing Company LLC sales are made directly in North America by our Sales footprint of twenty-six (26) Regional Sales Managers (RSMs) currently, plus four (4) Division Sales Directors, one (1) Municipal Sales Director, and one (1) Vice President of Sales.</p> <p>Additionally, we depend on reputable dealers that aid us in building new business and offer support services in the US and Canada. Our RSMs and dealer network are fully supported by a team of Customer Service Representatives (CSRs), Inside Sales/ Call Specialists at the Wastequip Call Center, as well as a dedicated Bids/Contracts staff and Quality/Warranty Team. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.</p>	*
18	<p>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.</p>	<p>Wastequip Manufacturing Company LLC has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses. We operate facilities that are OSHA compliant. Our steel waste containers, compactors, parts, and hoist systems meet or exceed the American National Standards Institute (ANSI) standards to ensure consistent quality and safety:</p> <ul style="list-style-type: none"> • ANSI Z245.30 - 2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Safety Requirements. • ANSI Z245.60-2008 Equipment Technology and Operations for Wastes and Recyclable Materials - Waste Containers - Compatibility Dimensions. • ANSI Z245.2-2013 Stationary Compactors - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.5-2013 Baling Equipment - Safety Requirements for Installation, Maintenance, and Operation. • ANSI Z245.1-2017 Mobile Wastes and Recyclable Materials Collection, Transportation, and Compaction Equipment. <p>Employees from several Wastequip divisions have been on or are currently serving on committees or subcommittees of the National Waste and Recycling Association.</p>	*
19	<p>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.</p>	<p>None</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Wastequip, LLC, the parent company of Wastequip Manufacturing Company LLC, has received several recognitions:</p> <ul style="list-style-type: none"> • August 2023, our sister division, Wastebuilt, received an international GOLD dotCOMM award for its transformative digital presence in partnership with Americaneagle.com and OroCommerce. This award honors excellence in web creativity and digital communication and also recognizes the time and effort Wastebuilt invested to build a scalable, dynamic, and integrated solution to fix problems for our customers, for Wastebuilt, and all concerned in Wastequip's eCommerce/dotCOMM endeavors. Wastebuilt is the waste industry's online source for waste equipment supplies and replacement parts for refuse trucks, roll-off hoists, compactors, containers, and more. • March 2022, Wastequip was a nominee for Sustain Charlotte's 10th Annual Charlotte Sustainability Awards in the Large Business category. This award honors businesses for advancing smart growth and sustainability in Charlotte, NC. • October 2021, our sister division, Toter, was nominated for the "Coolest Thing Made in NC" by the NC Chamber. This competition celebrates North Carolina's manufacturers and shines a light on manufacturing careers and allows the public to nominate and vote for favorite products manufactured in North Carolina. <p>Executive Team Awards:</p> <ul style="list-style-type: none"> • Waste 360 awarded Wastequip's Brittany Taylor, Regional Sales Manager, to the 2023 class of "40 under 40" awards. Chance Hennig, Regional Sales Manager was also named to the 2021 Class. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling, and organics has made a significant contribution to the waste and recycling industry. 	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>For the product line being offered in this RFP, over the past three years, approximately 6% of our total sales were in the government sector.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>For the product line being offered in this RFP, over the past three years, approximately 1% of our total sales were in the education sector.</p>	*

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?	<p>***CONFIDENTIAL INFORMATION***</p> <p>Sourcewell:</p> <ul style="list-style-type: none"> • 2021 = \$12.7M • 2022 = \$10.3M • 2023 = \$12.9M <p>Houston Galveston Area Council (HGAC):</p> <ul style="list-style-type: none"> • 2021 = \$252K • 2022 = \$550K • 2023 = \$144K <p>Texas BuyBoard:</p> <ul style="list-style-type: none"> • 2021 = \$878K • 2022 = \$1.5M • 2023 = \$1.0M <p>MassDEP:</p> <ul style="list-style-type: none"> • 2021 = \$361K • 2022 = \$930K • 2023 = \$464K
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?	None are held at this time.

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Temple, TX	Joseph Paine, Commercial Foreman	(254) 289-5725
City of Enumclaw Public Works, WA	Branden Herrell, Operations Manager	(360) 615-5659
Spartanburg County, SC	Steve Walker, Public Works Manager	(860) 706-3587

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

Describe your company’s capability to meet the needs of Sourcewell 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 *
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<p>26</p>	<p>Sales force.</p>	<p>The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSMs). Our direct Wastequip employed sales network consist of the following:</p> <ul style="list-style-type: none"> • Wastequip Manufacturing Company LLC: Twenty-six (26) RSMs that cover the continental US, Hawaii, Alaska, and Canada and six (6) Customer Service Representatives (CSRs) • Confab Steel Group: Three (3) RSMs that cover the lower US West Coast and Hawaii and five (5) CSRs • Galbreath Mobile Group: Five (5) RSMs that cover the continental US and Canada and three (3) CSRs • Amrep Mobile Hoist Group: Five (5) RSMs that cover the continental US and Canada and eight (8) CSRs • ContainerPros: The strength of ContainerPros lies in its diverse and experienced workforce, including Directors, Project Managers, Project Coordinators, Data Coordinators, Project Supervisors, and Leads. Each professional brings a wealth of expertise and hands-on experience, ensuring that every project is executed with precision and care. This well-rounded team works seamlessly together, managing all aspects of service delivery from planning through completion. • Wastebuilt: Wastebuilt is Wastequip's Original Equipment Manufacturer (OEM) Parts Provider for Wastequip Products as well as Aftermarket Parts Provider for non-Wastequip Products. Wastebuilt is organized in four (4) US Regions: FLORIDA, EAST, CENTRAL and WEST. Each Region is Managed by a Regional Director and Outside Sales Team. Overall, there are seventeen (17) Outside Sales Representatives and an additional four (4) Field Merchandisers throughout the US. • Mountain Tarp: Mountain Tarp is the premier manufacturer of tarping systems for construction, agriculture and transportation applications. With six (6) manufacturing and installation sites, Mountain Tarp also works in conjunction with Wastequip WRX, multiplying Mountain Tarp locations across the country to handle customer repairs and new system installations. <p>All Wastequip groups are supported by our four (4) Regional Sales Directors, our Director of Municipal Sales and the Bids/Contracts Team.</p> <p>Wastequip also has an Inside Sales Team furthering the above sales and support footprint, to provide quoting and assistance as needed. There are seven (7) Inside Sales team members, led by one (1) manager position. This team extends all of Wastequip's Sales teams, centrally located, to provide support across North America and beyond.</p> <p>Wastequip also provides product group specific Warranty Teams.</p> <p>Together these team members perform all actions necessary to produce an exceptional level of sales, including, but not limited to making sales calls necessary to cover territories, assisting with test programs, and warranty administration. All dealers and service providers are independent third-party contractors and employ their own teams consisting of sales, service, and warranty staff.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>All Wastequip Groups rely on a wide and geographically diverse independent third-party dealer network and service providers who aid in developing new business and provide additional support services to Participating Entities. We are intent on providing quality "All In One" solutions.</p> <ul style="list-style-type: none"> • Wastequip/Confab Steel Groups offer approximately fourteen (14) Preferred Dealers who employ personnel to handle sales, service, maintenance, and installation of Wastequip's products. • Galbreath Mobile Group has structured a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US and Canada. • Amrep Mobile Hoist Group offers a geographically diverse independent third-party dealer network consisting of six (6) dealers with eleven (11) locations, who aid in developing new business and provide additional support services to Amrep. <p>Wastequip's Amrep division services our customers and dealer network from five (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams.</p> <ul style="list-style-type: none"> • Wastequip WRX offers ten (10) service locations across the US. If the customer cannot be serviced through one of our locations, we will provide services through our 3rd Party network. • Mountain Tarp has a well-established Dealer network to provide Tarp sales and service across the United States.

28	Service force.	<p>All Wastequip Groups depend on a vast and geographically varied network of independent third-party dealers and service providers who help Wastequip grow its business and offer extra support services. We also employ division specific engineering staff who are available for specific design projects or technical requirements. Wastequip provides "All In One" solutions.</p> <ul style="list-style-type: none"> • Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service, and repair of equipment. • Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service, and repair of equipment assistance. • ContainerPros, a service division, is highly skilled and versatile to provide owners and operators with an array of specialized professional waste management services including container assembly, maintenance, service, consulting, sales and marketing, and customer management across the United States and Canada. • Wastequip WRX, another service division, provides repair services for all makes and models of commercial refuse trucks and trash compactors/balers. • Wastebuilt's thirteen (13) Parts Distribution Centers cover all major regions in the US with local Delivery and Will Call (paid-for parts delivered/held at agreed upon location). Most parts can be delivered by the means of our own delivery trucks or 3rd party logistics dealers within 1-3 days throughout the US for all items in stock. Our national phone system routes our customers based on area code to the closest brick and mortar site to service them with inventory on hand. • Mountain Tarp has six (6) production and installation facilities in the United States. In order to manage client maintenance and new system installations, Mountain Tarp also collaborates with Wastequip WRX locations nationwide. <p>Wastequip's dealer network and service providers are fully supported by the Wastequip sales, service, and warranty teams, extending our availability to customers.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Our general outline for order processing is:</p> <ol style="list-style-type: none"> 1. Wastequip prepares proposal documents based on product selection by Sourcewell Member. 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell Member or Dealer utilizing our Salesforce.com Customer Relationship Management (CRM) system. 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Wastequip, or Dealer, as appropriate. 4. Order is entered electronically into the Wastequip D365/CRM order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approval Forms. 6. Once signed order acknowledgement is received, the order is released for production planning for a production timeframe. 7. Order is produced to required specifications. 8. Wastequip logistics team contacts Sourcewell Member to schedule delivery. 9. Order is delivered to Sourcewell Member. 10. Product and Warranty support available.
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.	<p>Wastequip takes great satisfaction in providing exceptional customer service and has extensive experience working with municipal and private accounts of all sizes, as well as multi-location enterprises. Our large customer base requires rapid customer care and strict, just-in-time delivery performance. Regional Sales Managers (RSMs) and Customer Service Representatives (CSRs) at Wastequip attend to the needs of customers before, during, and after they place orders with our business. Within 48 hours after receiving the purchase order, we aim to have clients' orders submitted, entered, and confirmed with ship dates for regular product order entry. A similar procedure is followed for non-standard or special products, which comprises engineering, sales drawing submission for approval, and confirmation of the ship date after approval.</p> <p>At Wastequip we want all customers to have a great experience with our products - from our first contact with us, all the way through product delivery. As such, we have adopted the following Customer Service Credo Commitment:</p> <ul style="list-style-type: none"> • We will treat all customers with respect. • We will follow up with customers upon receipt of order to ensure satisfaction. • We will resolve any issues quickly. • We will provide a dedicated Customer Service Representative (CSR) for each participating member. • We will respond quickly on quotes (same-day response in most cases).

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	<p>Wastequip Manufacturing Company LLC has enjoyed the privilege of working with Sourcwell since 2012 with previous contracts and we are excited about the opportunity to continue our relationship with Sourcwell and their Participating Entities. We have extensive experience marketing cooperative purchasing agreements with a high degree of success that has resulted in successful sales to over 890 Sourcwell Participating Entities.</p> <p>Wastequip Manufacturing Company LLC's executive leadership and sales team are fully invested, and all resources are in place for a seamless transition. Our Bids/Contracts team and Regional Sales Managers are very familiar with and ready to promote a new contract to existing and new agencies. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Wastequip Manufacturing Company LLC currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcwell contract adopted by Canoe and have been very pleased with the increase in interest, and activity in Canada. We will seek to increase member participation in Canada with a new contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.	*
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.	<p>All Wastequip Groups are able to fully serve all fifty (50) states, U.S. territories, and Canadian provinces.</p> <p>The thirteen (13) production facilities owned by Wastequip Manufacturing Company LLC are positioned strategically across the US to provide complete service. Since 2018 Wastequip's Amrep Mobile Hoist Group has been widening its reach and presence in the Central and Eastern U.S. adding to its already strong presence in the Western region. Amrep intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. In May 2024, Amrep announced its expansion of their East Coast facility in Salisbury, NC.</p>	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No specific contract requirements or restrictions would apply.</p> <p>Wastequip is able to serve these areas with all of our offered products. We are adept at handling the difference in our service involving Ocean Freight, different sized sea containers (different container quantities than over-the-road semi-truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are accepting of these freight differences.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

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.	<p>Our marketing strategy utilizes both digital and print platforms, including paid and organic posting on social media. This will prioritize outreach through key industry publications like American City & County and Government Product News. We will foster our partnership with Sourcwell across select media channels by publishing press releases and targeted content designed to reach key market segments. This messaging will focus on targeting Public Works, Municipalities, and other sectors where our collaboration adds significant value.</p> <p>Wastequip will predominantly highlight our Sourcwell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcwell logo on show materials like banner stands and literature at major regional and national events.</p> <p>The Wastequip Bids and Contracts Department is a key component in communicating our Sourcwell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcwell's reach into underserved markets and raise awareness in new sectors.</p> <p>We will continue to emphasize the value brought to the entities we serve across our web properties. The plan to feature Sourcwell information will include a link back to Sourcwell's website to enhance visibility and simplify engagement in this valuable partnership.</p> <p>*Please find Wastequip's Marketing Materials uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples"</p>	*

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Wastequip's multifaceted marketing strategy leverages various channels to maximize visibility by boosting brand awareness and driving customer engagement. We conduct research to identify effective organic and paid search terms that resonate with our target audience and incorporate these insights into the content on our branded websites. We use this information to develop a comprehensive list of keywords for our paid search efforts that enhance our organic program.</p> <p>Through robust tracking methods, we gain a clear understanding of our customers' online behaviors, job titles, and locations. This data enables us to retarget visitors and create lookalike audience segments for expanded advertisement placements. Additionally, we use Urchin Tracking Module (UTM) parameters and custom redirects to capture personal interactions with our brands.</p> <p>All this data contributes to building detailed audience segments on social platforms. This allows us to accurately target key professionals on LinkedIn, Meta, and other channels for our paid social media.</p> <ul style="list-style-type: none"> • Facebook Metadata Audience Demographics: Age, location, interests, gender. Engagement Metrics: Likes, shares, comments, click-through rates, and post reach. Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate. • LinkedIn Metadata Audience Details: Job titles, industry, company size, and geographic data. Engagement Insights: Likes, shares, comments, and click-through rates. Campaign Metrics: Conversion rates, impressions, and click-through rates. • Wastequip Website Properties Metadata Visitor Data: Unique visitors, returning visitors, pages per session, session duration. Source/Medium: Identifies traffic sources (organic, paid, referral, campaign). Behavior Metrics: Pages viewed, exit pages, bounce rate, and form submissions. Conversion Data: Tracks product page views, download actions, and completed forms. • Banner Ads Metadata Campaign Data: Impressions, click-through rates, and conversion rates. Lead Source Information: Tracks lead origin through campaigns, banner ads, and keywords. Audience Targeting: Target demographics (age, location, interests). Sales Cycle Tracking: Lead progression in Salesforce from inquiry to sale. *Please find Wastequip's social media examples uploaded to Marketing Plan/Samples labeled, "RFP #010825 Wastequip Marketing Samples".
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>In promoting agreements from this RFP, Sourcewell provides important foundational support by leveraging its established credibility and outreach capabilities. Sourcewell can amplify the agreement's visibility through its network and communication channels, thus ensuring potential customers are informed of the benefits and streamlined purchasing processes that are available to them.</p> <p>Wastequip will take a proactive approach and continue to integrate a Sourcewell-awarded agreement into our sales process, involving refresh sessions with our Regional Sales Managers, Dealers, and other internal staff on how to effectively communicate Sourcewell's added value to established and potential Members.</p> <p>Additionally, we will leverage the Wastequip Marketing team to support this effort through digital media campaigns, targeted email communications, product showcases, and promotional events. By creating specific audience segments in our CRM and using tailored messaging, we will engage relevant industries and specific job titles with personalized content.</p> <p>This integrated approach allows us to seamlessly promote the Sourcewell agreement, maximizing its impact and driving greater adoption among our customers. Through consistent tracking and feedback, we will be able to adjust our strategy to advantageously meet Sourcewell's objectives and our clients' needs.</p>
<p>40</p>	<p>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.</p>	<p>Due to the specialized requirements and customizations of Wastequip products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and email. We can work with members to use Ariba Supplier Solutions and provide invoicing for customers using Ariba.</p> <p>Additionally, we have the capability to enter order updates (such as delivery information) and invoices in select customers' e-procurement systems and inter-municipal platforms. This flexibility streamlines and matches processes for customers, so that we continuously meet their needs.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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.	<p>Wastequip Manufacturing Company LLC offers plant tours for our customers upon request, and our Regional Sales Managers are on hand for onsite training and troubleshooting issues in the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Simple repairs can be explained in 1-to-2-page instruction sheets but can also be done in person.</p> <p>Wastequip Compaction Technical Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric voltmeter. The curriculum includes the following:</p> <ol style="list-style-type: none"> 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
42	Describe any technological advances that your proposed Solutions offer.	<p>Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications.</p> <ol style="list-style-type: none"> 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers' desire to operate compressed natural gas (CNG) powered vehicles as well as electric vehicles (EV's). 3. Wastebuilt's highly advanced national phone system has the ability to route customer calls, based on their area code, to the closest brick and mortar site to service them with inventory on hand. 4. See our CORE initiatives listed in question forty-three (43).
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>At Wastequip, we are focused on our commitment to improving the condition of the planet, the lives of our employees, and the quality of life in the communities we serve, all while maintaining a healthy and thriving company.</p> <p>Some of the ways we are working towards our "green" initiatives are:</p> <ul style="list-style-type: none"> • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we've currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants with LED lighting. • Distribution efficiency: We are continuously innovating our products to enhance our "green" initiatives. We continue to employ nesting improvements in the distribution of our steel containers, allowing us to nest and ship more products on each truckload. • Renewable Energy: Following a successful launch at our facility in Tyler, Texas, our staff created "solar powered" signage for several of our Wastequip plant locations. Many Wastequip plants and offices have been upgraded with motion sensing lights and newer LED ballasts to reduce energy consumption and waste. • Climate Preservation: As we have acquired new steel facilities, we have also replaced welding gas tanks that could be prone to leakage, therefore preventing damage to the climate. <p>*Please find our Sustainability Report uploaded to Upload Additional Documents Zip file labeled, "RFP #010825 Upload Additional Documents".</p>
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.	<p>To understand the complete environmental impact of our products, we continue to work with a consultant on cradle-to-grave Life-Cycle Assessments (LCAs), which scientifically measure the carbon footprint of our products. This includes the raw materials we source, inbound transportation to our facilities, manufacturing our products, distributing our products, the use of our products, and the end of life, and complies with ISO 14044 standards. From our new Steel LCA, the majority of emissions from our products come from the raw materials we source. We have applied what we've learned from collective data to create goods that use less raw materials during manufacturing, which lowers the carbon footprint of our containers.</p>

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Wastequip Manufacturing Company LLC is owned by our parent company, Wastequip, the waste industry's one stop shop with twelve (12) industry leading brands. We are the leading manufacturer of waste handling equipment in North America. Our company has a network of expertise and a reputation for service and innovation.</p> <p>1. The Wastequip portfolio includes quality brands from the production of containers and compactors to refuse trucks, parts, and service. With a "can do" approach, you can trust Wastequip to be your "All-in-One" equipment, service, and parts provider. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition.</p> <p>2. Galbreath boasts many value-added items including a full staff of Engineers, including a design group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensures the latest technological developments are being utilized in the design of our products. Galbreath Mobile Group has a robust dealer network for the cable hoist market, with more than fifty (50) certified dealers strategically located across the U.S. and Canada.</p> <p>3. ContainerPros offers Sourcewell participating entities with over twenty (20) years of experience, resulting in a unique blend of customized waste management solutions, and designed to maximize efficiency and revenue while minimizing costs. With a focus on personalized service, professional training, and proven results, we ensure that every job is done right the first time. Our commitment to quality and customer satisfaction makes Wastequip the ideal partner for Sourcewell members seeking to optimize their operations and provide positive solutions to their own end users.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	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.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE).</p> <p>However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBEs and/or SBEs as subcontractors on a case-by-case basis in a concerted effort to meet the encouraged goals of our municipal/governmental customers.</p> <p>Wastequip buys our office supplies via a WMBE or SBE. Additionally, we collaborate on projects with numerous underprivileged companies and are always looking for new methods to cooperate with these certified businesses such as subcontracting work for compactor or equipment installation.</p> <p>*Please find Wastequip's Good Faith Effort Statement uploaded to WMBE/MBE/SBC or Related Certificates labeled, "RFP #010825 Wastequip Good Faith Effort".</p>
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Wastequip Manufacturing Company's response in the above question #46 comment box.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Payment shall be due as stated on the Wastequip Invoice for the Product. Payment Terms are set at Net 30 Days with Approved Credit. For method of payment, Wastequip accepts P-card, credit card (additional fees apply), wire, ACH, or check. Our preferred method of payment is wire, ACH or check.

56	Describe any leasing or financing options available for use by educational or governmental entities.	All Wastequip divisions have access to a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract with Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds are not always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL allows agencies to obtain equipment without delay through manageable installment payments that come from their operating budget. We believe that Sourcewell, Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members.	*
57	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.	<p>Wastequip Manufacturing Company LLC aims to streamline procedures for Participating Entities while ensuring that they are set up for safe data use, high service levels, approvals of order details prior to manufacture, and other forms and processes. The purpose of these transaction documents is to benefit our business and our clients. Attached are samples of several of these forms for Sourcewell's review.</p> <p>We have included the following Standard Transaction Documents in the file upload section:</p> <ol style="list-style-type: none"> 1. Customer Set-Up Form 2. Wastequip Credit Application Form 3. Credit Card Authorization Form 4. Wastequip Terms and Conditions of Sale 5. Wastequip Limited Warranty 6. Wastequip Equipment Finance Application <p>*Please find the above documents uploaded to Standard Transaction Document Samples labeled, "RFP #010825 Wastequip Standard Transaction Document Samples".</p>	*
58	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?	Yes, Wastequip accepts P-card and credit card payments; additional fees apply. Our preferred method of payment is wire, ACH or check, at no additional cost to customers.	*
59	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.	<ul style="list-style-type: none"> • Wastequip Steel Container products are offered on a line-item by manufacturing facility location basis. • Wastequip Compaction products are offered on a line-item by location basis. • Galbreath Mobile Products are offered on a product catalog basis. • Amrep Mobile Products are offered on a product line-item basis. • ContainerPros services are offered on a Price On Request basis; customized for the needs of the Sourcewell Member. • Wastequip WRX services are offered on a line-item by location basis. • Wastebuilt products are offered on a product line-item basis. • Mountain Tarp products are offered on a product line-item basis. <p>*Please find Wastequip's Pricing Zip File uploaded to Pricing labeled, "RFP #010825 Wastequip Pricing Guides"</p>	*
60	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.	<p>Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members.</p> <ul style="list-style-type: none"> • Wastequip Steel Container Products: Special Market Pricing • Confab Steel Container Products: Special Market Pricing • Wastequip Compaction Products: Special Market Pricing • Galbreath Mobile Products: 5% to 20% off Catalog List Pricing • Amrep Mobile Products: Special Market Pricing • ContainerPros: Special Market Pricing • Wastequip WRX: Special Market Pricing • Wastebuilt: Special Market Pricing • Mountain Tarp: Special Market Pricing 	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
62	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.	Wastequip is offering the following sourced goods solutions: Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or a Wastequip Authorized Dealer/Supplier will provide the Sourcewell Member with a quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost Plus average maximum of 20% to 30% basis. These options will be provided at a Price on Request (P.O.R.) basis and are listed in the price guides as "Specials".	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc.</p> <p>2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at the time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes.</p> <p>3. Surcharges: Steel costs continue to remain volatile, fluctuating each month. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continues to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option in our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote, this as a surcharge providing Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.</p>	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has over forty (40) manufacturing plant and distribution sites throughout the U.S., which allow us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With our size, Wastequip can stock and ship products from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip can ship via our own fleet as well as contracted and qualified outside carriers. In addition, Wastequip can quote subcontracting of off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Freight/delivery/shipping shall be paid for by the End User. Calculations of these charges will be based on prevailing best rates at the time of quote, included on the quote as a separate line item. Sourcewell Members are responsible for offloading equipment at time of delivery, unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products on any INCOTERM the End User decides. Wastequip arranges shipments to Canada and offshore locations daily and our experienced logistics team can assist with the transportation as well as any applicable customs documentation required.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wastequip has over forty (40) manufacturing sites and distribution plants across the U.S. ensuring Wastequip is able to provide the most economical freight rates to our customers. In addition, many of our products such as our steel slant and flat top containers are nestable, meaning one container nests inside another container, therefore saving members on freight charges.	*

67	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.	Wastequip Manufacturing Company LLC's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes using our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies to our internal team and customers that the Sourcewell contract is being used. Quotes go through an internal approval process where pricing is verified before being sent to the customer. Once the Member's Purchase Order is received, our customer service team codes the order as a "Sourcewell" sale into our order entry system. Using this code, we can easily generate reports from our order entry system. All reports are checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.	*
68	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.	<p>Wastequip Manufacturing Company LLC develops monthly, quarterly, and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals.</p> <p>We review and track sales based on all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements. Furthermore, we identify opportunities to discuss cooperative purchasing to those municipalities that continue to use the cumbersome bid process.</p> <p>We also review annual sales specific to sales off the contract to review and compare to prior sales history to determine Year-over-Year (YoY) trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract.</p>	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an 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.	Wastequip Manufacturing Company LLC is proposing a 1.5% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Wastequip Manufacturing Company LLC seeks to provide value and pricing as good as or better than pricing typically offered through our existing cooperative contracts. We have described our pricing structure within our answer for Line Item 60. Wastequip understands Sourcewell Participating Entities' budgets and responsibilities to funding constituents (citizens, staffing, etc...) as they seek to make sound choices for best and lasting products and services. We specialize in unique and challenging solutions to remedy with the best value, All-In-One shopping and support, and overall ease of purchase for Members. We also understand that repeat purchases often come out of successes from previous sales/solutions.</p>

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>1. Wastequip Steel Container product offering consist of the following: Environmental Containers, Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Side Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Scrap Bins, Self Dumping Hoppers and Container Factory Options.</p> <p>2. Confab Steel Container product offering consist of the following: Front Load Containers, Other Large Containers, Other Small Containers, Rear Load Containers, Receiver Containers, Roll Off Containers (Rectangle and Tub), Self Dumping Hoppers, Side Load Containers and Container Factory Options.</p> <p>3. Wastequip Compaction product offering consist of the following: Stationary Compactors, Pre-Crusher Compactors, Self-Contained Compactors, Apartment Compactors, Pak-Man Compactors, Accu-Pak Compactors, Vertical Balers, Container Lifters and Compaction Factory Options.</p> <p>4. Galbreath Mobile product offering consists of the following: Cable Hoists, Hook Hoists, Container Delivery Units, Trail Hoist Trailers, Pup Trailers, Roll Off Trailers, Tarps and Mobile Factory Options.</p> <p>*Above Product Brochures are located in "Upload Additional Documents" Zip File labeled "RFP #010825 Upload Additional Documents"</p> <p>5. Amrep Mobile product offering consists of the following: Cable Hoists, Chain Hoists, Pup Trailers, Transfer/Pull Trailers, Tarps and Mobile Factory Options.</p> <p>6. ContainerPros offering consists of the following: Commercial Bin/Container Delivery, Old Commercial Bin/Container Retrieval, Commercial Bin/Container Exchanges, Route Audit Services, Stickers/Labeling Services, Commercial Container Maintenance Contracts.</p> <p>7. Wastequip WRX offering consists of the following: Repair Services of Commercial Refuse Trucks, Trash Compactors and Balers.</p> <p>8. Wastebuilt offering consists of the following: OEM Parts Provider as well as Aftermarket Parts provider for non-Wastequip Products.</p> <p>9. Mountain Tarp offering consists of the following: Tarping systems for construction, agriculture and transportation applications.</p> <p>All Wastequip Products are New and never Used. Additional product information can be found by visiting our website at www.wastequip.com *Please find Wastequip's Product Brochures Zip file uploaded in the Upload Additional Documents labeled, "RFP #010825 Upload Additional Documents".</p>
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Wastequip believes that the following subcategory of solutions should be included:</p> <p>1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcewell Members. These factory options are enhancers to our standard products.</p> <p>2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item.</p> <p>3. Services: Wastequip can provide additional services to Sourcewell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.</p>

Table 78: 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
73	Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, side-load, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers. *
74	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Bid *
75	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers, Mountain Tarp and Pioneer tarping systems. For decades, Amrep has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product. *
76	Roll-off trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath hoists, container handlers, and trailers; Mountain Tarp and Pioneer tarping systems. *
77	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wastequip's Steel Group manufactures Wastequip-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use. *

Exceptions to Terms, Conditions, or Specifications Form

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

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](#) - RFP #010825 Wastequip Pricing Guides.zip - Tuesday January 07, 2025 20:16:52
 - [Financial Strength and Stability](#) - RFP #010825 WQ Financial Strength and Stability.pdf - Tuesday January 07, 2025 20:18:58
 - [Marketing Plan/Samples](#) - RFP #010825 Wastequip Marketing Samples.pdf - Tuesday January 07, 2025 20:19:27
 - [WMBE/MBE/SBE or Related Certificates](#) - RFP #010825 Wastequip Good Faith Effort.pdf - Tuesday January 07, 2025 20:19:51
 - [Standard Transaction Document Samples](#) - RFP #010825 Wastequip Standard Transaction Document Samples.pdf - Tuesday January 07, 2025 20:23:43
 - [Upload Additional Document](#) - RFP #010825 Upload Additional Documents.zip - Tuesday January 07, 2025 20:49:55
 - [Requested Exceptions](#) - RFP 010825 Wastequip Requested Exceptions.pdf - Tuesday January 07, 2025 20:40:52

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. - Laura Hubbard, Director of Municipal Sales, Wastequip Manufacturing Company LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
There have not been any addenda issued for this bid.		

Wastequip #010825-WQI

Pricing for contract #010825-WQI offers Sourcewell participating agencies the following discounts:

- Wastequip Steel Container Products: Special Market Pricing
- Confab Steel Container Products: Special Market Pricing
- Wastequip Compaction Products: Special Market Pricing
- Galbreath Mobile Products: 5% to 20% off Catalog List Pricing
- Amrep Mobile Products: Special Market Pricing
- ContainerPros: Special Market Pricing
- Wastequip WRX: Special Market Pricing
- Wastebuilt: Special Market Pricing
- Mountain Tarp: Special Market Pricing