

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 03/03/26

Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Toter, LLC for waste and recycling collection solutions for the Metropolitan Government of Nashville and Davidson County Department of Waste Services.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Daniel Harden</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>2/4/2026   12:50 PM CST</u> <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u>

<b>ADMINISTRATION</b>	
Council District Member Sponsors: _____	
Council Committee Chair Sponsors: _____	
<b>Approved by Administration:</b> _____	<b>Date:</b> _____

<b>DEPARTMENT OF LAW</b>	
Date to Dept. of Law: _____	Approved by Department of Law: _____
<b>Settlement Resolution/Memorandum Approved by:</b> _____	
Date to Council: _____	For Council Meeting: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. \_\_\_\_\_

A resolution accepting the terms of a cooperative purchasing master agreement with Toter, LLC for waste and recycling collection solutions for the Metropolitan Government of Nashville and Davidson County Department of Waste Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County (“Metro”) to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota governmental agency, and Toter LLC, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Metropolitan Nashville Department of Waste Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota governmental agency, and Toter, LLC, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

APPROVED AS TO AVAILABILITY  
OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

Kelli Woodward  
Assistant Metropolitan Attorney

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Member(s) of Council



## Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

### Departmental Information

**What is your name?** Andrew Sullivan

**What is your department?** Waste

**What is your email address?** andrew.sullivan@nashville.gov

**What is your phone number?** (615) 931-6227

**In addition to your department, will other Metro departments be utilizing this cooperative?**

**How much do you estimate spending on this cooperative contract?** \$6,000,000

### Cooperative Information

**What is the cooperative entity?**

**What is the lead agency?** Houston-Galveston Area Council

**Who is the supplier?** Toter

**Is the supplier registered in iSupplier?**

**If yes, what is the supplier's ISN?** 1739

**What is the contract number?** 120324

**When did the contract start?** Friday, April 4, 2025

**When does the contract end?**

Wednesday, April 4, 2029

**What was the solicitation method for this contract?**

RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**

Trash and Recycling carts, rolls off dumpsters and other waste and recycling collection solutions.

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**

Metro will receive a better price due to volume on the coop contract. We are currently using a coop contract with Toter that is set to expire. This will allow for a seamless transition and ensure we do not have any interruption in cart services.

**Upload the original contract from the lead agency.**



Toter Contract 120324.pdf

**Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?**

No.

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.**

Yes.

**I accept the terms of this contract without exception.**

Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**



RFP and Addendums-Refuse and Recy....pdf

**This solicitation was advertised, open, and unrestricted.**

Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for waste and recycling collection solutions from Toter via Sourcewell contract #120324-TOT is recommended for approval.

The anticipated project value is **\$6,000,000.00**. The estimated savings to Metro via this cooperative are **\$1,815,071.00**

The cooperative was requested by **Nashville Waste Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**<sup>1</sup>. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 12 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

### Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**30% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$1,815,071.00.**

### Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler  
01/20/2026

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<sup>1</sup> The request form incorrectly lists the lead agency as Houston-Galveston Area Council.



### Cooperative Request Signature Form

<b>Co-Op Request Number</b>	C2026057
<b>Date Received</b>	January 6, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland*

*DR*

1/8/2026 | 3:59 PM CST

**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

**Date Signed**



**MASTER AGREEMENT #120324****CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions****SUPPLIER: Toter, 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 Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

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

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that 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.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by 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 to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses

paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

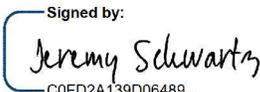
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

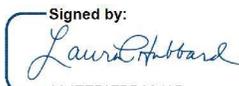
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within 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.

Sourcewell

Toter, LLC

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/2/2025 | 9:26 PM CDT

Signed by:  
  
 834FF567BB0940B...  
 By: \_\_\_\_\_  
 Laura P. Hubbard  
 Title: Director of Municipal Sales  
 Date: 4/2/2025 | 3:37 PM EDT

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

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## Vendor Details

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

## Submission Details

Created On: Tuesday October 15, 2024 11:11:45  
Submitted On: Tuesday December 03, 2024 13:29:43  
Submitted By: Kellie Clark  
Email: toterbids@totter.com  
Transaction #: ac5940a6-901d-4e8e-a940-9e27a640d579  
Submitter's IP Address: 4.37.174.194

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**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.	Toter, 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).	Toter, LLC's affiliates are its Wastequip sister companies, ContainerPros, and wasteware; however, Toter, 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: SJFNRPETCZ6 CAGE Code: 0Z9Y1
5	Provide your NAICS code applicable to Solutions proposed.	325211 Plastics Material and Resin Manufacturing, 326199 Plastic Trash Cans / All Other Plastics Product Manufacturing, 495306 Waste Containers, 495307 Sanitation Services, 495310 Refuse Systems, 495311 Recycling Equipment & Systems, 562111 Transfer Station Compactors / Solid Waste Collection
6	Proposer Physical Address:	841 Meacham Rd. Statesville, NC 28677
7	Proposer website address (or addresses):	www.toter.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 P. Hubbard, Director of Municipal Sales 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Laura P. Hubbard, Director of Municipal Sales 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 980-987-7602 Ext. 9584

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., and changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables, and Toter products have been included in a past Wastequip Sourcewell contract. Wastequip is known as the All-In-One waste equipment company, with the Toter division's containers known as Built for Extremes®.</p> <p>From the very first container produced by our company, Toter has first studies the needs of Participating Entities. Each requires reliable products and services for Best Value. Replacing items and incurring additional services and costs is not best use of funding, people, raw materials, and other resources, and neither is bidding repeatedly. Toter seeks to be the first and best solution in every situation, earning the All-In-One catch phrase by delivering right when you need it.</p> <p>Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC (headquarters); Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry.</p> <p>Our company's core values include:</p> <ul style="list-style-type: none"> <li>- We always act with safety, honesty and integrity.</li> <li>- We serve customers to total satisfaction by delivering value oriented, market leading products and services.</li> <li>- We act quickly but thoughtfully.</li> <li>- We identify and improve the things that matter most.</li> <li>- We provide challenging opportunities with clear expectations.</li> <li>- We embrace change.</li> <li>- We make commitments and keep them, earn trust and create respect.</li> </ul>
12	What are your company's expectations in the event of an award?	<p>Toter anticipates a quick transition from our current contract to a new and improved contract. Our sales force, dealers and distributors are ready to sell and provide solutions seamlessly to our customers' needs. We already have the familiarity, tools and staffing in place to continuously promote the Sourcewell contract in the marketplace among existing and potential customers, and to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcewell satisfies the bidding/proposal processes of customers and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.</p>
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. <b>DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</b>	<p>The attached Organizational Chart shows Toter, 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, and we therefore 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). Toter, LLC is providing these financial statements as required by the RFP terms and trusts that Sourcewell will not post this information for public viewing and provide Toter with notice if a FOIA request is made for information that would include these financial statements.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.</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 Sourcewell 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>Toter, LLC Is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly in North America by augmenting our Sales footprint from 2021's 10 Regional Sales Managers (RSM) to 26 RSMs currently, plus from 2 to 4 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, Call Specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific 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. Toter Pro Products are represented by third party sales agents and dealers.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI 2245.30-2008 - Waste Containers - Safety Requirements and 2245.60- 2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts. We concentrate on certifications and licenses that are meaningful and advantageous to Participating Agencies (certifying safety, durability, reliability, functionality, and the like).</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>As the parent company of Toter, Wastequip and Toter have received several recognitions:</p> <ul style="list-style-type: none"> <li>- In 2021, Toter was nominated for the "Coolest Thing Made in NC" by the NC Chamber, celebrates North Carolina's most economically vital and enduring industries, and allows the public to nominate and vote for favorite products manufactured in North Carolina.</li> <li>- Each year (and many years running), Toter is consistently named by Plastics News as the top ranked rotational molder plastic containers in North America, and also among the top 1-3 rotational molders in North America overall.</li> <li>- In 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/dotCOM 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,</li> <li>- in 2024, the National Waste &amp; Recycling Association's Women's Council awarded Blue Ribbon to Toter's exhibit highlighting the detailed history and growth of the Waste &amp; Recycling Industry. Inspiration for the exhibit was Laura Hubbard's, Toter's Director of Municipal Sales, and then constructed by Todd Wright, Engineering Manager, in conjunction with Appalachian Machine, a long-time Toter supplier of Cart Lifters and parts.</li> </ul> <p>Executive Team Awards:</p> <ul style="list-style-type: none"> <li>- Waste 360 awarded Toter'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.</li> </ul>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Toter's sales to the governmental sector from 2021-2024 were approximately 35%.	*
22	What percentage of your sales are to the education sector in the past three years?	While Toter has sales to education customers, Toter does not track the education sector.	*
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>Our annual sales volumes on the aggregate for state and national cooperative purchasing contracts has grown with our continuous commitment, outreach, and diligence to provide new and consistent solutions for member agencies through our cooperative contracts over the past three years:</p> <ul style="list-style-type: none"> <li>- 2021 over 2020 - increase of over 4%</li> <li>- 2022 over 2021 - increase of over 16%</li> <li>- 2023 over 2022 - increase of nearly 29%</li> <li>- 2024 is estimated to surpass 2023 in sales off this contract!</li> </ul> <p>(Restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such contract.)</p>	*
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.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Prince George's County, Maryland	Timothy Richards	301-780-6312	*
City of Memphis, Tennessee	Phillip Davis	901-636-3400	*
City of Fort Worth, Texas	Christian Harper	817-713-1703	*

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

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

Line Item	Question	Response *
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26	Sales force.	<p>In 2023, Toter expanded the sales team from 10 to 23 Regional Sales Managers, all based in key locations throughout the country, who will be responsible for field support of all Sourcewell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs, assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation.</p> <p>Toter also has in place 4 Regional Sales Directors over the above Managers with support from the Director of Municipal Sales and the Bid/Contract team. Toter's executive level ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.</p> <p>Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support for across North America and beyond.</p> <p>Toter will continue to use our best resources of time, experience and personnel to successfully support and grow this contract. We provide ongoing training to carry out the requirements of the contract and require all new sales reps attend a Sourcewell University or similar event in their territory.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Toter's Residential Division has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter's Pro Products Division has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service, and warranty teams.</p>
28	Service force.	<p>As affiliates under this contract, Toter utilizes our Wastequip sister company, called ContainerPros, that provides services relative to our customers throughout the United States. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, Sales, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small!</p> <p>Likewise, we utilize our Wastequip sister division, called wasteware, to supply technology (RFID primarily) and related products and services. Services may include trainings with hands on walk-throughs (sandboxes and Member's purchased products), and other service support is available. We seek to assist Participating Members to get the most from all purchases off this contract, and across Wastequip, as what we consider "The Right Thing To Do", since every dollar in a purchase must count and support is key for purchasers' needs.</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"> <li>1. Toter prepares proposal documents based on product selection by Sourcewell Member</li> <li>2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our Salesforce.com CRM (Customer Relationship Management) system</li> <li>3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter.</li> <li>4. Order is entered electronically into the Toter D365/CRM order entry system.</li> <li>5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms.</li> <li>6. Once signed order acknowledgement is received, order is released for production planning for a production timeframe.</li> <li>7. Order is produced to required specifications.</li> <li>8. Toter logistics team/driver(s) contacts Sourcewell Member to schedule delivery</li> <li>9. Order is delivered to Sourcewell Member</li> <li>10. Sourcewell Member is invoiced</li> <li>11. Report of Sales is generated out of the Toter CRM for specific reporting periods as needed.</li> <li>12. Sales from the CRM are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).</li> </ol>

30	<p>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>	<p>Toter's Customer Service team strives to be the best in the business by consistently and proactively tending to the needs of our customers. We have significant experience in servicing both large and small municipal and privately-owned accounts, big box retailers such as The Home Depot, Lowes, Walmart, TrueValue, and additional retailers. Because of the extensive customer base and their expectations, we provide rigorous, just-in-time delivery performance and responsive customer service.</p> <p>We continue to believe that our commitment to overall customer satisfaction is how we keep our customers happy. We expect that all customers will have a great experience with our products and us. As such we continue to hold to our adopted customer service credo:</p> <p><b>COMMITMENT</b></p> <ul style="list-style-type: none"> <li>- We will treat all customers with respect (regardless of size)</li> <li>- We will follow up with you upon receipt of your order to ensure satisfaction</li> <li>- We will resolve any issues quickly</li> </ul> <p><b>SUPPORT</b></p> <ul style="list-style-type: none"> <li>- We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service)</li> <li>- We will respond quickly on quotes (same-day response in most cases)</li> <li>- We will provide an order confirmation (within 24-48 hours)</li> <li>- We will call you with shipping &amp; delivery information and provide early notification should there be any issues with your order.</li> </ul> <p>Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross-trained on this contract and they will be available for backup and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained.</p> <p>The Warranty period begins at the date of original purchase. Toter's Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers.</p> <p>We have suppliers we have worked with for many years, and we have developed relationships and set agreements as needed, to maintain a level of commitment from them to supply what is needed and when, for on-time deliveries to Toter that do not hold up orders and processes. We have worked with many of these suppliers for many years. Toter also has backup suppliers established as added insurance we have what is needed at all times.</p>
31	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Toter has enjoyed the privilege of working with Sourcewell since 2015 and are excited about the opportunity to continue our relationship with Sourcewell 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 350 Sourcewell participating agencies.</p> <p>Toter's executive leadership and sales team are fully invested and all resources are in place for a seamless transition. Our bid/contract team and Regional Sales Managers are very familiar with the contract 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	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>Toter currently provides our complete line of products and services to Canadian entities. We have been fortunate to have our Sourcewell contract adopted by Canoe and have been very pleased with the increase in interest and activity in Canada.</p>
33	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.</p>	<p>None.</p>
34	<p>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>	<p>None.</p>
35	<p>Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>Toter currently serves all these areas, with all of our products and does not have any specific requirements or restrictions.</p>

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

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<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 &amp; County and Government Product News. We will foster our partnership with Sourcewell 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 Sourcewell partnership at the trade shows we attend. To call attention to this relationship, we will display the Sourcewell logo on show materials like banner stands and literature at major regional and national events.</p> <p>The Toter Bids and Contracts Department is a key component in communicating our Sourcewell partnership by incorporating their logo and relevant details into quotes and outreach efforts. This approach will aid in growing Sourcewell's reach into underserved markets and raise awareness in new sectors.</p> <p>We will continue to emphasize the value brought to the industries we serve across our web properties. The plan to feature Sourcewell information will likely include a link back to Sourcewell's website to enhance visibility and drive engagement in this valuable partnership.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<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 ad placements. Additionally, we use 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 in addition to other campaigns.</p> <p>Examples include:</p> <p>Facebook Metadata:  Audience Demographics: Age, location, interests, gender.  Engagement Metrics: Likes, shares, comments, click-through rates, and post reach.</p> <p>Visitor Data: Repeat visitors vs. new visitors, time spent on the page, and bounce rate.</p> <p>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.</p> <p>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.</p> <p>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.</p>

39	<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 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>Toter appreciates the level of understanding of our industry and Participating Entity/Customer base, and has had the innate ability to interface with both to assist and promote Sourcewell contracts. Sourcewell has provided data for sales from other Sourcewell Contracts used by Participating Entities to support our position in difficult sales. This assistance will continue to be valuable to Toter. The triangular relationship between Participating Agencies, Sourcewell, and Toter is just the solution needed for all concerned.</p> <p>Toter will take a proactive approach to integrate a Sourcewell-awarded agreement into our sales process. Incorporating this agreement into our sales strategy will educate our Regional Sales Managers on its value and how to effectively communicate the benefits to potential clients.</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'll 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>
40	<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 Toter products, we do not operate through an e-procurement ordering platform. However, we accept purchase orders by mail, fax, and our dedicated email address (toterpo@wastequip.com). We can generate purchase orders from draft carts that Toter has entered into the 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 enables us to work closely with our customers to meet their needs.</p>

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

Line Item	Question	Response *
41	<p>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>	<p>Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services In the field. We offer assembly instructions upon request, and at the end of each project for containers being serviced. Repairs and simple, and can be explained in 1-2 page instruction sheets, but also can happen in person. After every cart rollout project for municipal Participating Entities, and upon request, in person instruction can occur, usually requiring 30 minutes or less due to the excellent design of the products provided, at no charge to the customer.</p> <p>Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge.</p> <p>For Toter's Professional Members: Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.</p> <p>Wastequip's steel containers plant in Eagleville, TN has established a welding and job training program for its starting employees, but offered also the the community. The program offers welding and other certifications to grow local individuals and families when they earn marketable job skills for solid employment. Wastequip hires trained individuals out of this program as well, as a "Win-Win" for all!</p> <p>Wastequip utilizes a library with hundreds of training availabilities for its employees, with free access to professional trainings on topics such as safety, diversity, conflict resolution, software training, and a vast array of topics to choose from. While task assignments are made for review of topics, employees can avail themselves of acclaimed presenters and topics of concern or interest - for a confident, professional, and knowledgeable employee base.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Wastequip's steel containers plant in Eagleville, TN has established a welding and job training program for its starting employees, but this program is also offered also the the community. The program offers welding and other certifications to grow local individuals and families when they earn marketable job skills for solid employment. Wastequip hires trained individuals out of this program as well, as a "Win-Win" for all!</p> <p>All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum. We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall.</p> <p>Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe and useful food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at the above-mentioned higher density of 6.25 pounds/gallon. In addition, we offer complementary containers to include a 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste.</p> <p>Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection.</p> <p>In 2022, Toter developed a 1 Cubic Yard plastic Front Load Container (FL) to complement the already established 2, 3 and 4 Cubic Yard FL containers. This 1 cubic yard container is popular in shared waste collection for multi-housing unit applications. The container will hold around 5-6 standard 33-gallon trash bags, and extends the timeframes for collection events through time.</p> <p>ToterPro rolled out a new tilt truck design with extra-durable roto molded body and slimmer design, for improved maneuverability through commercial doorways, and inset wheels allow the containers to be nested when fully assembled for easier shipping and storage.</p> <p>- Toter participated in our parent company's Internship Program, specially designed to provide students and recent graduates with incredible career-related experiences. While we strive to give these students transferrable skills, networking opportunities and strong professional portfolios, these paid summer internships also benefit our company with fresh ideas from a tech savvy generation!</p> <p>Toter continuously researches and implements newer resins for greater durability and moldability, producing carts that are tougher than ever. We consistently deliver on durability with customers reporting service life much longer than he 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, and the added advantage of inclusion of recycled content. This is an ongoing commitment for our company and our customers, widening the environmental sustainability footprint for us both, while integrating technology to maintain containers' Life Cycles high.</p> <p>These technology solutions increase revenue and gain market share, reduce costs, provide greater stewardship of staff's time, efforts, and resources, and improve customer experiences overall, and when coupled with the ease of use with Sourcewell, Participating Agencies receive these benefits with a contract that satisfies the bidding process!</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Our company initiated the Wastequip Sustainability Report which codifies a formal sustainability program. In 2019, a small team planted the seeds for our sustainability program, and each year since, the ripple of people at the company addressing sustainability has widened.</p> <p>For the planet, we have control over the products we make and how we make them. Lifecycle assessments have helped us deeply understand how our processes and products impact the environment. Because one of our biggest impacts is in the raw materials we source, we set a goal to reduce the virgin resin we manufacture with at Toter (while maintaining our industry-leading warranty) and launched the EVR-Green cart, which uses 100% recycled content in the cart body. This year, we are also introducing to the market a steel container that is 10% lighter but just as strong. This not only brings a lower environmental impact, but it will also allow our customers to carry heavier loads and consume less fuel.</p> <p>Each year, we take one more step to embed people and planet into our business. Our cross-functional CORE Steering Committee ensures that we select the right priorities, understand unintended consequences, overcome unexpected challenges, and hold each other accountable.</p> <p>Our CapEx and new product development approval processes includes planet considerations. And, in 2023, our business leaders started presenting greenhouse gas emissions in our monthly business reviews for our Containers and Trucks divisions.</p> <p>We base our Planet data on the Greenhouse Gas (GHG) Protocol Corporate Standard, because it is global, quantitatively rigorous, and consistent with how other companies calculate their emissions.</p> <p>Although under the GHG protocol, our organizational boundary includes all three of our divisions (Parts &amp; Service, Containers, and Trucks), we’ve been focused on our Trucks and Containers manufacturing, because they are our largest source of emissions.</p> <p>We include our Scope 1 and 2 emissions in our monthly business reviews for our Containers and Trucks divisions and have improved our data collection, calculation, and visualization processes significantly.</p> <p>Our Scope 1 emissions comprise stationary combustion to heat our plants and operate machinery, fueling onsite vehicles like forklifts, and welding. Our Scope 2 emissions are electricity.</p> <p>We track our absolute emissions, the total emissions produced from our facilities, as well as our intensity emissions, which we calculate by dividing the absolute emissions in a month by the weight of products we made that month. This enables us to compare across facilities and gauge our efficiency from a standardized perspective.</p> <p>In 2023, our absolute emissions and intensity emissions slightly improved, primarily from improvements in the electric grids our plants operate on.</p> <p>Our intensity emissions increased marginally this year, driven by our Containers manufacturing and partially offset by our Truck manufacturing.</p> <p>In 2023, our Scope 1 absolute emissions increased, mostly due to stationary combustion, offset slightly by improvements in our Scope 2 absolute emissions from grid improvements.</p>
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<p>44</p>	<p>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>	<p>To understand the complete environmental impact of our products, we 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.</p> <p>From both our Toter LCA and our new Steel LCA, the majority of emissions from our products comes from the raw materials we source. We've turned what we learned from spreadsheets and models into the real world with products designed to reduce the raw materials we manufacture with and therefore, the most important part of our containers' carbon footprint.</p> <p>From our Toter LCA, we learned that 60% of a cart's carbon footprint comes from using virgin resin (resin that's brand new), so we set a goal to reduce the amount of virgin resin in our carts by 25% without compromising the warranty.</p> <p>With a common goal, our Engineering and Quality teams designed the first cart body on the market to use all PIR and/or PCR in the cart body. It's available in a black body only, passes the same warranty tests as all of our other Toter products, and has a carbon footprint that's 37% lower than a standard Toter cart with all-virgin resin.</p>	<p>*</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><b>ONE STOP SHOP</b>  Toter is owned by our parent company, Wastequip, the waste industry's one stop shop with 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. The Wastequip portfolio includes quality brands from the production of carts, containers and compactors to refuse trucks, parts and service. With a "can do" approach trust Wastequip to be your "All-in-One" equipment, service, and parts provider.</p> <p>Prince George's County is one of many Participating Agencies that not only prefers Toter Products and Services, but they also have stated a definite preference for the ease of purchasing with our company overall utilizing Sourcewell Contracts for both Steel (Wastequip) and Plastics (Toter), as One-Stop-Shopping!</p> <p><b>CART SIZES TO MEET CUSTOMER NEEDS</b>  Toter's patented EVR® carts (16, 21, 24, 32, 35, 48, 64, and 96 gallons, plus our new Universal series to include 95, 65 and 35 gallon carts, are compatible with semi and fully automated refuse trucks in North America and are the "World's Toughest Carts™." All are manufactured in full conformance with ANSI Standards Z245.30-2008 and Z245.60-2008.</p> <p>Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage.</p> <p>Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use!</p> <p><b>BUILT FOR EXTREMES</b>  Toter carts are manufactured through our process known as Advanced Rotational Molding™ that allows us to create carts that are Built for Extremes™ Advanced Rotational Molding eliminates built-in stress, weakness and brittleness associated with injection molded products. In addition, Toter's use of linear medium density polyethylene (MDPE) is specifically engineered for toughness and high-impact resistance.</p> <p>In contrast, injection-molded carts are made with high density polyethylene (HDPE), which is more rigid and brittle. HDPE has poor impact resistance and high notch sensitivity. These properties, combined with high stress molding, make an injection cart more likely to crack and split while in service.</p> <p>It is important to note that it is not necessary to alter or modify the Advanced Rotational Molding process nor materials when producing carts for extremely cold or extremely hot climates. . Again, our process and superior materials together produce a cart that is resilient and best in a combination of extreme temperatures (-40°C to 120°C), especially in cold climates, even with rigorous treatment in automated collection systems.</p> <p>This is a fact of polymer science, not sales literature. Toter carts are the "Best Value" to residents.</p> <p>Advantages of Advanced Rotational Molding:</p> <ul style="list-style-type: none"> <li>• Superior toughness and durability</li> <li>• Single-piece product design – no seams</li> </ul>	

- Consistent wall thickness
- Stress-free, zero-pressure product
- Unique design and structural capabilities like Rugged Rim®, nestable when fully assembled, and granite finish
- UV stable
- Custom colors
- Corrosion- and chemical-resistant
- Ability to mold in graphics

**INDUSTRY LEADING WARRANTY**

Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable residential carts, backed by Toter with 12 (twelve) year cart body warranty 10 (ten) years of coverage on all other cart components. This warranty is like no other manufacturer's warranty, industry wide. Easy to use, and reliable, the warranty demonstrates how we confidently back our carts.

**From Day One**

When you receive your Toter carts, they are easily made ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet (without latches installed).

Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between \$2-3 per cart\* in fuel, truck usage and labor expenses due to Toter's nestability feature.

**YEARS 0-10**

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance.

With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart (USD), (along with your happier customers).

**YEARS 11--12**

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

**YEARS 13-20**

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

**ADD IT UP**

You can experience \$2-3/cart in delivery savings, plus \$4-5/cart in cart maintenance savings, plus \$5-7/body or \$7-9/cart for years 11-12 additional body warranty years, and \$38/cart for longer service life! Total Savings comes to approximately \$44 to \$46 per cart (USD).

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components).

**PARTS INTERCHANGABILITY**

In addition to our proven long service life and very low repair rate, key parts on Toter carts are primarily interchangeable among our various cart sizes: wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs.

**RECYCLABILITY**

All of the components utilized in Toter containers are fully (100%) recyclable into products of a like or similar nature. This degree of recyclability is known in the industry as "primary recyclability." This will allow the option to sell the recyclable materials into the plastics/steel commodity markets.

**PROFESSIONAL PRODUCTS**

Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move

		<p>materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture!</p> <p><b>ASSEMBLY &amp; DELIVERY SERVICES</b>                  Roll carts and container services can be provided by Toter with our sister Wastequip company, ContainerPros. Offloading, assembly and distribution of carts to households may be accomplished as individual services or all three services together. Participating Agencies may require unloading of carts upon delivery to the Participating Agency's delivery site, complete assembly of carts to make them "Ready to Roll", then distribution to residences and commercial addresses. ContainerPros has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using UHF Handheld Scanners that report delivery data in real time to our wasteware web portal, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format.</p> <p>Whenever a citywide implementation is required for new containers, we will meet or exceed the Participating Agencies' requirements regarding all deliveries. ContainerPros offers many value-added benefits and services that will ensure a smooth delivery and successful program implementation.</p> <p><b>CLOUD BASED TECHNOLOGY SOLUTIONS</b>                  wasteware is your digital partner for products, equipment, and services in the waste and recycling industry. Our cloud-based solutions suite and mobile app allow you to stay informed and support accurate decision making based on transparent and reliable data.</p> <p>We designed wasteware to be used not only by any company in the industry, but also by cities and municipalities to provide essential business functions like inventory and asset management, asset location monitoring, maintenance and service management, as well as service verification. It can integrate seamlessly with customer systems, provide cart tracking, manage work orders, verify service work, and much more.</p> <p><b>LEASING OPPORTUNITIES</b>                  Toter is adept at assisting our customers with a leasing program alternative to an outright purchase, and this program utilizes the Sourcewell Contract for Leasing - NCL Government Capital, tax-exempt municipal leasing Contract #011620-NCL. We work with financial institutions that specialize in municipal lending situations as third-party financing. We understand the benefits of leasing: conservation of capital, better terms, simplified record keeping, easier allocation of cost, bank lines untouched, cleaner balance sheets, overcoming budget limits, convenience, etc.</p>
46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	<p>Toter carts and containers are an environmentally sustainable investment. Although our carts are the "World's Toughest Carts™", and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.</p>

<p>47</p>	<p>Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.</p>	<p>We realize the growing ultimate importance of protection with customer data and company information.</p> <p>Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at <a href="http://www.wastequip.com/privacy-policy">www.wastequip.com/privacy-policy</a>. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies.</p> <p>Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology.</p> <p>Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us.</p> <p>Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law.</p> <p>The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit <a href="https://www.wastequip.com/privacy-policy">https://www.wastequip.com/privacy-policy</a> to view our full Privacy Policies.</p>
<p>48</p>	<p>Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.</p>	<p>Recycling requires far less energy, uses fewer natural resources, and keeps waste from piling up in landfills. Recycling offers significant energy savings over manufacturing with virgin materials (for example, manufacturing with recycled aluminum cans uses 95 percent less energy). Recycling and buying recycled products create demand for more recycled products, decreasing waste and helping our economy. Toter supplies private haulers and recyclers with cart fleets for collection services. Additionally, Toter works with Municipalities across North America that receive grant funding to implement a recycling program such as The Recycling Partnership, SWIFR, ADEM, Kentucky Pride Fund Recycling Grant, and The EPA to name a few.</p> <p>Our company focuses on researching grant related opportunities and collaborating internally with team members and externally with government entities to educate and implement recycling programs across the continent. Toter's cross functional team of waste industry experts are knowledgeable about the requirements related to the available recycling grant opportunities that have been implemented. Our Team Members will work with Participating Agencies to meet the outlined requirements in our roll cart production.</p> <p>For instance, Toter carts will meet the Recycling Partnership with carts be manufactured with a minimum of five percent (5%) residential post-consumer plastic content based on the entire mass of the body, lid and wheels of the carts. This resin will have been generated by a household and collected for recycling by a curbside or drop-off recycling program in the United States. This requirement will not be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins, but the material will consist of material that was purchased, consumed, and disposed of solely by a residential household in their role as an end-user of a product or package that has been used for its intended purpose and has subsequently been collected for recycling by a curbside or drop-off recycling program in the United States. Toter carts will also be manufactured using an additional twenty percent (20%) of post-consumer or post-industrial recycled content.</p> <p>When it comes to curbside recycling collection services, we work with Recology, Casella, EDCO, Waste Pro, Waste Management, Santek, CR&amp;R and many other hauling/recycling companies varying in size, with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services.</p> <p>ContainerPros offers cart removal services to assist in getting old carts from residents when new carts are being introduced. We will collect all old carts from the residents addresses and return them to a designated site of your choice. Optional additional services offered are to sort, grade and stack the old carts for future usage.</p> <p>ContainerPros also offers a recycling program for old carts that have served their useful life. We can supply recyclers local to Participating Public Agencies, and/or arrange for old carts to be disassembled, loaded out and transported to a recycling facility. This program offers money back per recycled pound of plastic. This also assists with customer Diversion and Sustainability initiatives.</p>

49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	Wastequip's technology solutions for Assembly & Distribution, Asset Management, and Service Verification are available through a web-based platform, and are thus compatible with the majority of modern operating systems. A modern web browser such as Google Chrome or Firefox is recommended. In addition to this, a mobile app allows for crews in the field to perform work orders, service requests, and deliveries. The mobile app is available for modern Android devices. RFID scanning requires specific hardware, which is available through this contract.
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Toter, LLC reviews all requests for Projects/Bids/Proposals to understand any requirements for utilizing disadvantaged businesses as qualified subcontractors/suppliers. Toter is not a certified disadvantaged Bidder. However, Toter is committed to utilization of disadvantaged businesses whenever possible, and we set out to identify possible use of disadvantaged businesses on a case-by-case basis in a concerted attempt to meet requested levels of participation, and in an overall effort of our company at large, to grow and strengthen smaller, disadvantaged businesses. We also value diversity in employment, knowing that our company and customers are strengthened by our individuality and purposeful discussion, and our consistently viewing issues and opportunities with choices from multiple approaches and creative solutions!</p> <p>In most projects there are possibilities for use of disadvantaged businesses. We normally search for specific businesses with resources that match the following:</p> <ol style="list-style-type: none"> <li>1. Over-the-road trucking of carts to the city (53-foot trailers)</li> <li>2. Project management of door-to-door delivery of carts to residents or for other work required</li> <li>3. Supplies, forklift, and/or trucks for local delivery of carts to residents and other work required</li> </ol> <p>Toter further vets discovered disadvantaged businesses for qualifications to perform the work and we consider all cost effective, positive responses. In this Bid, there is an encouragement to utilize disadvantaged businesses. And, at the same time, the scope of work for the contract only affords an opportunity for subcontracting with Item #1 above for common carrier transportation of carts from our plant to the City destination.</p> <p>Toter already has a working relationship in our daily business with two common carriers, One Horn Transportation Inc, and Royal Express, Inc. We have worked with both carriers for quite a while now to provide reliable and quality service. Documentation of DBE certification is available upon request for:</p> <ul style="list-style-type: none"> <li>- One Horn Transportation – WBE Certified by National Women’s Business Enterprise</li> <li>- Royal Express, Inc. - Southwest Minority Supplier Development Council</li> </ul> <p>Aside from requirements for participation of disadvantaged businesses, Toter continuously demonstrates our overall commitment to employ and do business with disadvantaged businesses in both special projects and daily business. For example, we use a Woman Owned Business to fulfill daily office and bidding supplies needs, and we work with many disadvantaged businesses to perform the work of unloading, assembly and distribution of carts (and related services) to Participating Agencies when required by projects (Items #2 and #3 listed above).</p>
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.

53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Please see Toter's response in the above question #50 comment box.	*

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	0 % net 30 days. Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcwell (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 Sourcwell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax-Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcwell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcwell members that will substantially alter the future for all in the most positive ways.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	While doing business seems to be a meticulous task for companies and Participating Agencies alike, Toter seeks to streamline processes for Participating Agencies, all the while setting each up for safe use of data, high service levels, approvals of order details prior to manufacture, and other forms and processes. These transaction documents are established to make sound business sense for our company and all customers. Examples of some of these forms are attached for Sourcwell's perusal.  We have included the following Standard Transaction Documents in the file upload section: <ul style="list-style-type: none"> <li>• Customer Set-Up Form</li> <li>• Wastequip Credit Application Form</li> <li>• Credit Card Authorization Form</li> <li>• Wastequip Terms and Conditions of Sale</li> <li>• Wastequip Limited Warranty with Warranty Claims Procedure</li> </ul>	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*

63	<p>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.</p>	<p>Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to provide competitive pricing to Sourcewell's participating agencies while protecting us from volatile fluctuations in resin costs. This pricing model aligns well with our dealer network and Sourcewell is their preferred cooperative contract. We have had great success using this same pricing model on the current contract.</p> <p>Toter Pro Products: pricing model is a 30% discount off list price.</p> <p>We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line</p>	*
64	<p>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>	<p>Toter Residential Products: because there is not a set list price or MSRP for these products, there a set discount to quantify. We have provided incremental volume discounts in our pricing structure and will offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required.</p> <p>Toter Pro Products: pricing is a 30% discount off list price and both list price and discounted price is reflected on the price pages.</p>	*
65	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>Toter Residential Products: pricing for Toter's residential products includes incremental volume discounts. For larger projects, we seek to offer discounts based on quantity, delivery timeframes, and other circumstances that may affect pricing. We have found that offering discounts off the base price for large projects gives us the opportunity to be flexible in competitive situations as required.</p>	*
66	<p>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.</p>	<p>We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the Sourcewell Administrative Fee is and/or will be included as with other products and services to be quoted off this Contract).</p>	*

<p>67</p>	<p>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>	<p>We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing.</p> <ol style="list-style-type: none"> <li>1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request".</li> <li>2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand, the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project.</li> <li>3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at 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.</li> <li>4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcwell price list and Foreign Exchange rates from Bank of Canada resources.</li> </ol>
<p>68</p>	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Toter is strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcwell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcwell Members order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 1.5 % Administrative Fee.</p>
<p>69</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for Alaska, Hawaii, and other offshore locations such as, but not exclusive to Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcwell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 1.5 % Administrative Fee.</p>

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders (".COM" customers), we provide drop ship delivery. Obtained over decades, we have experience in the field delivering the assets to their final location -- a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, "What are you trying to accomplish and what challenges do you foresee?" We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide "cookie cutter" services, we provide solutions.</p> <p>Toter offers the industry's best and most unique delivery option, Fully Factory Assembled or "Ready to Roll". Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts "2/3rd's Assembled" means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).</p>	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Toter's sales team works closely with each customer to identify solutions and provide a quote that meets their requirements. All quotes off our current Sourcewell agreement include the Sourcewell logo and Contract number/information of reference, which clearly identifies that the Sourcewell contract is being used to our internal team and customers. 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.</p>	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals.</p> <p>We review and track sales off all directly bid contracts versus cooperative contracts to make sure our sales team continues to lead with cooperative agreements and identify opportunities to discuss cooperative purchasing to those municipalities that are still going through 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 YoY trends. This has shown our greatest measure of success with continued YoY growth from sales off our current Sourcewell contract including almost doubling sales in 2023.</p>	*
73	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.	<p>Toter 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.</p>	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Toter Residential does not have set list pricing; therefore, we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts. Toter's Pro Products does have set list pricing and is priced at 30% off List for these products, also meeting our pricing description choice for this question.

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

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Or company, since 2016, has backed our residential roll carts with a 12-year cart body warranty, and 10 years on all other carts components. No other manufacturer/brand has sought to provide a matching standard warranty industry-wide!</p> <p>Our containers are categorized into two areas:</p> <ul style="list-style-type: none"> <li>- Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Special options for roll carts are Unloading, Assembly and Distribution of carts to municipal customers, Cart keep them rolling!), and Technology/RFID identification of carts to track carts at municipal properties and maintain inventory through time with tracking of changing locations, repairs, collection issues (cart was not at the curb, etc.), which has quite streamlined Participating Agencies' cart usage with ease.</li> <li>- Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</li> </ul> <p>For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products, we specialize in consulting with our customers to create customized waste management solutions, and we offer technology solutions identified in later questions within this platform.</p> <p>Specific to Toter Residential Products and Solutions, we offer a wide range of services:</p> <p>Receiving and Unloading: Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable.</p> <p>Assembly: Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable.</p> <p>Distribution: Distribution of carts to the service area residents as predetermined</p>

during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings.

**Data Collection - Record Serial Numbers:** Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located.

**Data Collection - RFID Scanning:** RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located.

**Sticker/Label Application:** A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field.

**Old Cart Retrieval:** Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts.

**Route Audits:** Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business.

**Commercial Bin Delivery:** Delivery of commercial bin (FEL's and REL's) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.

**Commercial Bin Exchange:** Exchange of commercial bins (FEL's and REL's) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving delivered commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs.

**Cart Maintenance:** Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures cost savings may be realized with repurposing where appropriate. Having a cart maintenance provider will give you peace of mind and produce cost savings.

76	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Our Proposal includes Plastic Refuse and Recycling Containers with Related Technology Solutions, including:</p> <p>a. Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;</p> <ul style="list-style-type: none"> <li>• EVRII Universal/Nestable Roll Carts</li> <li>• Universal Roll Carts</li> <li>• Organics Roll Carts</li> <li>• Fully Automated Bear Resistant Carts</li> <li>• FR FEL Series Containers</li> <li>• Organics FEL Containers</li> <li>• 22-Gallon Recycling Bins</li> <li>• 16-Gallon Recycling Bins</li> <li>• Slimline Containers with Accessories</li> <li>• Litter Containers with Accessories</li> <li>• Square Containers with Accessories</li> <li>• Round Cans with Accessories</li> </ul> <p>b. Lift and tipping solutions for stationary carts and dumpsters;</p> <ul style="list-style-type: none"> <li>• Toter Utility Carts</li> <li>• Cube Trucks</li> <li>• Mobile Trucks</li> <li>• Tilt Trucks</li> <li>• Stationary Lifters with Accessories</li> <li>• Universal Stationary Lifters with Accessories</li> <li>• Saddle Stationary Lifters with Accessories</li> <li>• Candy Cane Stationary Lifters with Accessories</li> <li>• Rover Mobile Lifters with Accessories</li> <li>• Round Can Mobile Lifters with Accessories</li> </ul> <p>c. Maintenance, repair, and similar services of containers; and,</p> <ul style="list-style-type: none"> <li>• Assembly &amp; Delivery Services</li> <li>• Unloading and Assembly</li> <li>• Cart Removal Services</li> <li>• Recycling Services</li> <li>• Route Audit Services</li> <li>• RFID Retrofit Services</li> <li>• Stickers/Labeling Services</li> <li>• Maintenance Contract Services</li> <li>• Commercial/Bin/Container Exchanges</li> </ul> <p>d. Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections 1.a.-c., above.</p> <p>Wasteware technology solutions cloud based simplistic design that provides one convenient platform for:</p> <ul style="list-style-type: none"> <li>• Project solutions</li> <li>• Inventory control</li> <li>• Reporting</li> <li>• Customer Management</li> <li>• Service Scheduling</li> </ul> <p>Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions. Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities, and we are willing to work with each customer to provide a solution to needs as they arise. No job is too big or too small!</p>
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**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
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77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products and services, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers.</p> <p>Our containers are categorized into two areas:</p> <ul style="list-style-type: none"> <li>- Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs.</li> <li>- Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!</li> </ul>
78	Lift and tipping solutions for stationary carts and dumpsters	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.</p>

79	Maintenance, repair, and similar services of containers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter offers services as provided by our Wastequip sister division, ContainerPros. This division is a spin-off of Toter to provide all manner of relative cart and container services, to include:</p> <ul style="list-style-type: none"> <li>- Assembly and Distribution of container orders, assembling each container and distributing them, property to property.</li> <li>- Cart Removals and Exchanges - ContainerPros will remove old or unneeded carts, and exchange for a different size cart, in cases where Participating Agencies may offer various sizes and the ability to exchange old carts for new carts, or the ability to obtain a size that is a better fit for the household's need.</li> <li>- Unloading - Often a service provided with Assembly and Distribution of carts to properties, unloading can also be provided as a stand-alone service.</li> <li>- RFID and other types of retrofit - for cart fleets purchased in the past and not including RFID Tags, or other updates, we can add or change out items to carts at each home in a municipality, bringing the cart fleet up to date.</li> <li>- Stickers/Labeling, and Specialized Options - We can provide special services of sticker application, attaching literature to carts (either customer or Toter generated educational literature), and various other options that customize the scope of work to handle Participating Agencies needs in detail.</li> </ul>	*
80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly &amp; Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform.</p>	*

## Exceptions to Terms, Conditions, or Specifications Form

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

### 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](#) - Sourcewell RFP 120324 - Toter LLC Pricing - 12-3-2024.pdf - Tuesday December 03, 2024 12:37:00
- [Financial Strength and Stability](#) - Wastequip Financials (TRADE SECRET) October 2024.pdf - Tuesday December 03, 2024 13:00:48
- [Marketing Plan/Samples](#) - Marketing Plan Samples- Toter.pdf - Tuesday December 03, 2024 12:35:40
- [WMBE/MBE/SBE or Related Certificates](#) - Toter's Good Faith Effort.pdf - Tuesday December 03, 2024 12:10:38
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples- Toter.pdf - Tuesday December 03, 2024 12:18:32
- [Requested Exceptions](#) - Toter's Requested Exceptions.pdf - Tuesday December 03, 2024 12:10:52
- [Upload Additional Document](#) - Toter's Product Literature and Other Items- Additional Documents.pdf - Tuesday December 03, 2024 12:56:19

## 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, Toter, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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
<b>Addendum_4_Plastic_Refuse_Recycling_RFP_120324</b> Mon November 25 2024 05:22 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Plastic_Refuse_Recycling_RFP_120324</b> Fri November 8 2024 02:45 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Plastic_Refuse_Recycling_RFP_120324</b> Tue October 29 2024 05:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Plastic_Refuse_Recycling_RFP_120324</b> Mon October 28 2024 03:45 PM	<input checked="" type="checkbox"/>	1



**RFP #120324**  
**REQUEST FOR PROPOSALS**  
**for**  
**Plastic Refuse and Recycling Containers with Related Technology Solutions**

**Proposal Due Date: December 3, 2024, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Plastic Refuse and Recycling Containers with Related Technology Solutions to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than December 3, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	October 15, 2024, 4:30 p.m., Central Time
Pre-proposal Conference:	November 7, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	November 25, 2024, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>December 3, 2024, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	<b>December 3, 2024, 4:30 p.m., Central Time</b> See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

### B. USE OF RESULTING MASTER AGREEMENTS

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

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
  - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
  - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
  - Indigenous self-governing bodies;
  - Airport authorities;
  - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
  - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

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

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

## II. SOLICITATION DETAILS

### A. SOLUTIONS-BASED SOLICITATION

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

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

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

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

- a. Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition;
- b. Lift and tipping solutions for stationary carts and dumpsters;
- c. Maintenance, repair, and similar services of containers; and,
- d. Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in subsections 1.a.-c., above.

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

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

- a. Bulk Solid Waste and Recycling Equipment (RFP #040621);
- b. Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services (RFP #030923);
- c. Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #110223);
- d. Software Solutions and Related Services for Public Sector and Education Administration (RFP #060624); and,
- e. Fleet Management Technologies with Related Software Solutions (RFP #102924).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

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

#### C. REQUIREMENTS

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

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

#### D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

**E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE**

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

**F. MARKETING PLAN**

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

**G. ADDITIONAL CONSIDERATIONS**

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

**III. PRICING**

**A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

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

#### B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. MASTER AGREEMENT

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

To identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

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

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

## **V. RFP PROCESS**

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

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

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

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

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

### C. ADDENDA

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

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

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

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

### D. PROPOSAL SUBMISSION

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

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

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

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

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

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

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

#### F. PROPOSAL WITHDRAWAL

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

#### G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and

services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
  - a. A comprehensive selection of the requested equipment, products, or services;
  - b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

**B. AWARD(S)**

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

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

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

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

**C. PROTESTS OF AWARDS**

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must

be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

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

#### D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting master agreement. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

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



10/28/2024

Addendum No. 1

Solicitation Number: RFP 120324

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

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

---

**Question 1:**

Will this be awarded to one vendor or to several vendors?

**Answer 1:**

Refer to the RFP, Section VI. Evaluation and Award, A. Evaluation.

**Question 2:**

Can I know who is the current supplier for these products? and can we see copy of their submitted proposals?

**Answer 2:**

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, navigate to the page on the Sourcewell website at the following address: <https://www.sourcewell-mn.gov/contract-search> and enter the relevant search term.

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End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 10/28/2024, is required at the time of proposal submittal.



10/29/2024

Addendum No. 2

Solicitation Number: RFP 120324

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

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

---

**Question 1:**

Is it necessary to be a manufacturer to bid on this RFP or can dealers bid? Provided, the dealer can fill the other requirements of the RFP.

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services, “If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

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End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 10/29/2024, is required at the time of proposal submittal.



11/8/2024

Addendum No. 3

Solicitation Number: RFP 120324

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

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

---

**Question 1:**

Will Sourcewell please publish a list of the participants in the 11/7/2024 Pre-Proposal Conference, and might the presentation also be shared with Proposers?

**Answer 1:**

Sourcewell will not publish the list of the Pre-Proposal Conference attendees. Per the Pre-Proposal Conference, the slides and a recording of the presentation will be distributed within 24-48 hours to all registered plan takers.

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End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 11/8/2024, is required at the time of proposal submittal.



11/25/2024

Addendum No. 4

Solicitation Number: RFP 120324

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

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

---

**Question 1:**

What is meant by this? It is expected that proposer will promote and market any master agreement award.

**Answer 1:**

Refer to RFP Section II. F. – Marketing Plan, “Proposer’s sales force will be the primary source of communication with Participating Entities. The Proposer’s Marketing Plan should demonstrate Proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer’s sales and service capabilities. It is expected that Proposer will promote and market any contract award.” All proposals are evaluated based on the criteria stated in the RFP. Additional guidance can be found in the “Sourcewell Evaluator Scoring Guide” found on the “Bids Homepage” in the Resource Materials section of the Sourcewell Procurement Portal.

**Question 2:**

Is our company able to make a proposal to fulfill subsection 1A only?

**Answer 2:**

See the Frequently Asked Questions document available on the Sourcewell Procurement Portal.

**Question 3:**

Please let us know the exact models and specifications of each required residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition.

**Answer 3:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

**Question 4:**

Where will the required items be delivered to? Please include the quantities for each item along with their final destination. General cities or postal codes would be sufficient for reference on logistics. This question will enable us to predict logistical factors that may affect pricing.

**Answer 4:**

See Answer 3.

**Question 5:**

What are the estimated fulfillment dates once the contract is awarded?

**Answer 5:**

See Answer 3.

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End of Addendum

Acknowledgement of this Addendum to RFP 120324 posted to the Sourcewell Procurement Portal on 11/25/2024, is required at the time of proposal submittal.

## Certificate Of Completion

Envelope Id: 3BEF4C40-DD6B-47DD-AC81-A3F856FEDCD3

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Procurement Resource Group

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730 2nd Ave. South 1st Floor

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Nashville, TN 37219

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Daniel Harden

daniel.harden@nashville.gov

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Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication  
(None)

*Dennis Rowland*

Sent: 2/4/2026 7:38:06 AM

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication  
(None)

*Jenneen Reed/mjw*

Sent: 2/4/2026 7:44:42 AM

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Accepted: 2/4/2026 12:49:17 PM

ID: f8bad5d7-0f7a-4046-90e5-61e300de00af

Kelli Woodward

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Security Level: Email, Account Authentication  
(None)

*Kelli Woodward*

Sent: 2/4/2026 12:50:22 PM

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ID: 476b81f4-585d-4e2c-bd04-b2f9387086b0

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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/4/2026 12:59:09 PM
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
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(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2026 11:25:13 AM  
ID: 2ec09e83-2a4d-4362-8f89-a7988a317c54

Kelli Woodward  
Kelli.Woodward@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 2/4/2026 12:57:52 PM  
ID: 476b81f4-585d-4e2c-bd04-b2f9387086b0

Amber Gardner  
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Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Austin Kyle  
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Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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ID: a435edda-8eb3-455e-80c4-87d81d94d35e

Gary Clay  
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Security Level: Email, Account Authentication  
(None)

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John Stewart

john.stewart@nashville.gov

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#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

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