

**MASTER AGREEMENT #120324****CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions****SUPPLIER: Schaefer Plastics North America, 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 Schaefer Plastics North America, LLC, 10301 Westlake Drive, Charlotte, NC 28273 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

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

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

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

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

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

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

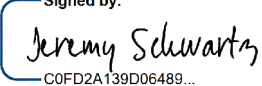
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Schaefer Plastics North America, LLC

Signed by:



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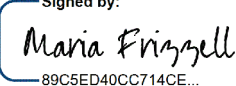
By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 4/1/2025 | 1:44 PM CDT

Signed by:



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By: _____

Maria Frizzell

Title: CEO

Date: 4/1/2025 | 1:41 PM CDT

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

Vendor Details

Company Name: Schaefer Plastics North America, LLC

Does your company conduct business under any other name? If yes, please state: No

Address: 10301 WESTLAKE DRIVE
CHARLOTTE, NC 28273

Contact: TRAVIS MCALISTER

Email: travis.mcalister@ssi-plastic.com

Phone: 704-588-2150

Fax: 704-588-2150

HST#: 87-3531605

Submission Details

Created On: Tuesday October 15, 2024 07:51:34

Submitted On: Tuesday December 03, 2024 11:41:10

Submitted By: TRAVIS MCALISTER

Email: travis.mcalister@ssi-plastic.com

Transaction #: 1dccd510-f43d-4c9a-a64d-d5aab3a3317e

Submitter's IP Address: 155.190.21.4

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.	Schaefer Plastics North America, 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).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	FF63S6TGJQ39	*
5	Provide your NAICS code applicable to Solutions proposed.	326199: All Other Plastics Product Manufacturing	
6	Proposer Physical Address:	10301 Westlake Drive Charlotte, NC 28273	*
7	Proposer website address (or addresses):	schaeferwaste.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):	Authorized Representative #1: Maria Frizzell, CEO 10301 Westlake Drive Charlotte, NC 28273 maria.frizzell@ssi-plastic.com 704-588-2150 Authorized Representative #2: Chris Hooker, Director of Finance 10301 Westlake Drive Charlotte, NC 28273 chris.hooker@ssi-plastic.com 704-588-2150	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Travis McAlister, Municipal Sales and Technology Manager 10301 Westlake Drive Charlotte, NC 28273 travis.mcalister@ssi-plastic.com 704-588-2150 x 5534	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephen Redfern, Senior Director Municipal Sales and Sales Operations 10301 Westlake Drive Charlotte, NC 28273 stephen.redfern@ssi-plastic.com 980-395-4597	*

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>Founded in Germany in 1937, SSI Schaefer is a private, family-owned company with over 85 years of excellence in the material handling and waste industries. SSI Schaefer has manufactured carts since 1976 worldwide, and for over thirty-three years in the United States (carts were produced and sold by Schaefer Systems International, Inc. from 1989 - 2021).</p> <p>In 2021, the Schaefer Group established Schaefer Plastics North America, LLC, a standalone business dedicated to plastics manufacturing and digital solutions. As a prominent producer of waste and recycling carts, we offer a comprehensive range of products in sizes including 26g, 35g, 65g, and 95g. With over 30 million carts in service nationwide, we rank among the largest producers in the industry. Our technology suite further enables customers to track and manage the lifecycle of their assets once deployed.</p> <p>Recently, we've made substantial investments in our manufacturing facilities in Charlotte, NC and Lodi, CA, upgrading our machinery and tooling to significantly enhance production capabilities. This positions us perfectly to provide robust support tailored to meet the needs of all Sourcewell members.</p> <p>Our state-of-the-art facilities include a primary injection-molding plant in Charlotte, NC, operational for over thirty years, and a second plant in Lodi, CA, acquired in 2002 to better serve the West Coast market. Both facilities are ISO 9001:2015 certified, ensuring our commitment to quality. ISO9001:2015, is the globally recognized standard for quality management in manufacturing operations, ensuring a consistent product each run.</p> <p>Core Values Our core values are rooted in our founders' philosophy: "Take care of my customers." We pride ourselves on acting with honesty, integrity, and a commitment to doing what is necessary to meet our customers' needs.</p> <p>Commitment to Quality Schaefer Plastics is dedicated to delivering products that consistently meet customer specifications and regulatory policies, which is a strict requirement for maintaining our ISO9001:2015 certification.</p> <p>All Schaefer produced carts are manufactured to ANSI standards, rigorously tested for quality assurance, and backed by a ten-year warranty, demonstrating our unwavering commitment to quality and durability.</p>	*
12	What are your company's expectations in the event of an award?	Schaefer Plastics anticipates a smooth transition in the event of an award. Having participated in this contract previously, we reported over \$17 million in sales during the four-year term. Our experienced sales force, along with our dealer network, is eager to collaborate with Sourcewell again and to expand throughout the contract term. We have the necessary tools and staffing in place to effectively promote the Sourcewell contract to our current customer base and to attract new customers in the municipal sector. Our goal is to facilitate the purchasing process for both current and future customers, allowing them to bypass the lengthy and costly bid process.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our company's financial health is excellent, as we remain debt-free while investing in our future with new tools, equipment, and facilities. SSI SCHÄFER takes a financially conservative approach; all investments, including capital and acquisitions, are self-funded. This positions us strongly within the industry. We continue to experience sustained sales growth of over 10% annually. Our commitment to investing in our future while maintaining a debt-free status solidifies our financial stability and ensures we remain robust for decades to come. A letter from our CPA is included with our submission to further validate our financial position.	*
14	What is your US market share for the Solutions that you are proposing?	Over the past 10 years, we have successfully increased our market share by expanding our customer base, particularly with large municipal clients. We have maintained our preferred supplier status with Republic Services, Inc., a partnership that has spanned over 25 years. Recently, we have also gained supplier status with other elite national and regional private haulers, including Rumpke, The Kinderhook Group, and GFL. As a result, our current market share stands at approximately 17%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Supported by the US manufacturing and sales operations, Schaefer System International Limited in Brampton, ON represents the SSI Schaefer Group in Canada. We are continuously seeking opportunities in the Canadian market directly and via our dealer network. If awarded a contract, we would like to utilize our partnership with Sourcewell to increase our presence in the Canadian market.	*

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	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Schaefer Plastics is a manufacturer of injection-molded products, specializing in containers designed for municipal solid waste collection. We also offer a comprehensive technology suite that enables customers to effectively manage and maintain their assets.</p> <p>Our core values and business philosophy center around building long-term relationships through high quality standards, a deep commitment to service, and a constant striving to maintain competitive pricing, while realizing an adequate return on our investment to support forward-thinking research and development.</p> <p>Our organization employs a dedicated direct sales force across the country, consisting of three Directors of Sales, a team of Regional Sales Managers, a Municipal Sales and Technology Manager, and a Director of Municipal Sales and Field Operations Support. Leaders of the sales and customer service organizations report directly to Maria Frizzell, CEO.</p> <p>In strategic regions, we collaborate with select dealers to enhance our reach, creating a robust dealer network that supports our field sales team. This network is further strengthened by our internal Customer Service team, which includes five customer support specialists and one Customer Service Manager, ensuring that our clients receive exceptional support. We are committed to establishing mutually beneficial relationships with selected suppliers that have demonstrated the ability to meet our standards of excellence.</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>Schaefer holds all applicable licenses to operate in North Carolina and California, where our manufacturing facilities and offices are located. Additionally, Schaefer maintains all required licenses, registrations, and bonding to fulfill our contractual obligations with municipal customers.</p> <p>All Schaefer carts are manufactured to meet the relevant American National Standards Institute (ANSI) standards, ensuring consistent quality, durability, and safety (ANSI 245.30-2008 & ANSI 245.60). Our carts are fully compatible with ANSI-approved collection equipment.</p> <p>Although not an industry requirement, Schaefer has held the ISO 9001:2015 certification since 1989. To maintain this prestigious certification, we continually demonstrate our ability to provide products that meet customer and applicable statutory and regulatory requirements, aiming to enhance customer satisfaction through the effective application of our quality management system.</p> <p>Our freight, assembly, and distribution partners are registered with the Department of Transportation (DOT) and comply with all Occupational Safety and Health Administration (OSHA) rules and regulations.</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.	2023: Design Innovation Award (Material Handling group)	*
21	What percentage of your sales are to the governmental sector in the past three years?	<p>Sales to the government and municipal sectors can vary significantly each year, primarily due to large container rollouts that fall under this category, but typically fall between 30-40% of total sales.</p> <p>For example, this year we successfully rolled out over 85,000 carts to the City of Greensboro, NC. Such large orders can significantly impact the overall percentage of our municipal business.</p> <p>We remain committed to expanding our municipal sales by continually innovating our technology suite of services, which complements our superior product line.</p>	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1%. While we do have some sales direct to the education sector, the majority of these institutions are serviced by the local municipality or a private hauler providing the carts and containers required for solid waste collections.	*

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?	National: Omnia Partners, HGAC Regional/Statewide: NC Sheriffs' Association, Virginia Sheriffs' Association, COSTARS, Commbuys Company policy and restrictions under the respective agreements prevent us from disclosing annual sales volumes for each contract, but we can verify the aggregate annual sales over the past three years exceed \$6M annually.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	No such contracts are held by Schaefer Plastics.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Greensboro, NC	Griffin Hatchell, Solid Waste Director	(336) 209-6998; Griffin.hatchell@greensboro-nc.gov	*
City of Canton, OH	John Highman, Jr., Director of Public Services	(330) 438-4307; john.highman@cantonohio.gov	*
City of Henderson, KY	David Steele, Sanitation Superintendent	(270) 854-2064; DMSteele@CityofHendersonKy.org	*
City of Oxford, MS	Amberlyn Liles, Superintendent, Environmental Services	(662) 232-2359; amberlyn@oxfordms.net	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Schaefer Plastics employs a direct sales force strategically located across the country to grow our business. We have six Regional Sales Managers in the field, responsible for providing support to all customers. These industry experts ensure that the needs of our customer base are met and that we provide the right solutions tailored to each customer's requirements.</p> <p>Our Regional Sales Managers are supported by our customer service team, which includes five customer support specialists and one customer service manager. Additionally, we have a Municipal Sales and Technology Manager who assists the Regional Sales Managers with all municipal and technology-related sales.</p> <p>We also have a Director of Sustainability who supports both our internal sustainability goals and our customers' needs, ensuring we always provide environmentally friendly solutions for asset end-of-life scenarios. Furthermore, an internal project management team helps manage all assembly and distribution projects, ensuring that each project is completed accurately and on time.</p> <p>Each role within our team is designed to ensure that our customers receive comprehensive support, both at the time of purchase and throughout the entire lifecycle of their assets.</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>We partner with select regional and local refuse equipment dealers in the US and Canada to make up our dealer network. Between our Sales Team and Dealer Network, we have coverage across all of the U.S. and Canada.</p> <p>A list of dealers and their service areas is included with our proposal.</p>	*

28	Service force.	<p>Schaefer Plastics employs a direct sales force strategically located across the country to drive business growth. Our team includes six Regional Sales Managers, who are responsible for field support and ensuring that all customer needs are met with the right solutions.</p> <p>Supporting our Regional Sales Managers is our dedicated customer service team, consisting of five customer support specialists and one Customer Service Manager. This team ensures prompt and effective responses to customer inquiries.</p> <p>We also have a Municipal Sales and Technology Manager who collaborates with the Regional Sales Managers on all municipal and technology-related sales. Additionally, our Director of Sustainability works to support both our internal sustainability goals and our customers' needs, ensuring environmentally friendly solutions are available for asset end-of-life scenarios.</p> <p>An internal project management team further enhances our operations by managing all assembly and distribution projects, ensuring that each project is completed accurately and on time.</p> <p>Together, these roles ensure that our customers receive comprehensive support throughout the purchasing process and the entire lifecycle of their assets.</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>Once customer requirements are confirmed by our Regional Sales Manager, a quotation is issued by the respective customer service representative within 24 hours.</p> <p>We are flexible on the ordering method and are typically able to accommodate the customer's preferences, but typically proceed upon receipt of a signed quote or purchase order. Some customers have portals such as Ariba and Oracle where quoting and ordering is managed, and we are equipped to manage the ordering process via those channels.</p> <p>Once an order is received, the customer service representative will either validate or set-up a new account and gain approvals on customer artwork, cart color, serial number sequence, and any other pertinent details.</p> <p>Once written approval is received on the cart artwork and details, work orders are sent to production for carts to be scheduled and produced.</p> <p>Once production is complete, carts go through a set of quality assurance tests and, if approved, sent to logistics. Customer service will then schedule the delivery with the customer, allowing time for the customer to prepare for the shipment.</p> <p>Invoices may be uploaded to a customer's portal, emailed, or mailed to the attention of the appropriate recipient.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service team plays a vital role in our commitment to taking care of our customers. Each sales region is assigned a dedicated Customer Service Representative (CSR), ensuring that customers have a consistent point of contact for all their needs.</p> <p>While the Regional Sales Manager serves as the face of our company in the field, they are supported internally by their dedicated CSR. The responsibilities of the CSR include:</p> <p>Quote Production: Preparing and delivering accurate quotes to customers within 24 hours of request.</p> <p>Account Management: Setting up new customer accounts and ensuring all information is accurately recorded in our Enterprise Resource Planning (ERP) system and Customer Relationship Management (CRM) platform.</p> <p>Order Entry: Entering orders promptly to ensure timely processing.</p> <p>Artwork Communication: Managing artwork submissions and approvals, ensuring customers are involved in the design process.</p> <p>Scheduling Management: Coordinating customer scheduling requirements to align with production and delivery timelines.</p> <p>Logistics Coordination: Monitoring logistics to ensure timely delivery and efficient operations.</p> <p>Ongoing Communication: Keeping customers informed at every stage of the process, providing updates and addressing any questions or concerns.</p> <p>This structured approach ensures that our customers receive personalized, attentive service throughout their experience with us.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Schaefer currently offers and sells, or has the ability to sell, our products to customers in all 50 states and US Territories. With manufacturing facilities on both the East and West Coasts of the U.S., and a field sales team covering all 50 states, reaching customers across the U.S. in a timely and efficient manner is paramount to our success.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All Schaefer products are available to Sourcewell participating entities in Canada. Sales in Canada are captured through our office in Brampton, ON.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None. If a customer is eligible to use the contract and desires to do so, the project will be quoted via Sourcewell.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions shall apply; we are proud to service ALL US states and territories. The only difference in service is we must use ocean freight, and shipping containers hold different quantities than standard 53-foot trailers.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Schaefer Plastics' marketing strategy to promote the Sourcewell contract will leverage multiple channels to drive awareness and growth throughout the life of the contract directed at relevant audiences:</p> <ol style="list-style-type: none"> 1. Social Media: We utilize our social media platforms, particularly our Schaefer Plastics North America LinkedIn page, to share updates, amplify our presence, and place a spotlight on our valued customers. We will be using this channel in our promotion of our partnership with Sourcewell and to tell the story of our people, services and products and the value we bring to Sourcewell and customers, both through organic posts and paid promoted content targeted to municipalities and public works audiences. 2. Marketing Materials: Our extensive literature catalog includes detailed product specifications, shipping quantities, dimensions, and other important information about our entire product line. In the event of an award, we will develop a specific Sourcewell-branded brochure that emphasizes our partnership and the benefits of using Sourcewell to streamline the purchasing process, avoiding lengthy and costly bids. 3. Website: Our website, www.schaeferwaste.com, has recently been updated to provide comprehensive information about our products and services, including company profiles, contact details, and case studies. We will incorporate pertinent information about the Sourcewell partnership to ensure customers can easily find and access relevant resources for their unique needs. The Sourcewell brand will be prominent across the site and will include links to the Sourcewell website. Consistent blog articles highlighting the features, benefits, and success of our relationship with Sourcewell can be developed and posted on our website and shared. 4. Trade Shows: Our Regional Sales Managers and management team regularly attend regional and national trade shows. As a major supporter and sponsor of national and regional associations, such as the National Waste & Recycling Association (NWRA) and the Solid Waste Association of North America (SWANA), we value the opportunity to showcase our products and services to municipal representative with our large and interactive booth at tradeshows, like the annual Waste Expo, which attracts over 14,000 industry participants. We will prominently feature our partnership with Sourcewell at Waste Expo at our popular booth in print and video placements, as well as at other events we support, including regional NWRA, SWANA and APWA (American Public Works Association) shows. 5. Industry Media Outlets: Schaefer Plastics participates and supports industry media outlets by engaging with the editors to promote new and exciting information about Schaefer Plastics products, people, and services. We would highlight our partnership with Sourcewell in our press releases and pitches to editors to gain exposure when appropriate. We also take advantage of digital and print advertising opportunities to relevant audiences across multiple media channels throughout the year. 6. Targeted Marketing: Schaefer Plastics utilizes Salesforce as our internal CRM, which includes unique communication tools that enable us to create targeted marketing E-Mail blasts and other digital communications and marketing campaigns. This CRM allows us to effectively track all sales leads and maintain an extensive database of product users across the country.

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our Salesforce CRM tool allows us to track leads, sales and effectively maintain an extensive database of product users across the country. It is also a unique and robust communication tool that enables us to build our brand, encourage engagement and drive growth. We action our collected data faster with unified profiles for customers to manage and navigate analytics. We activate the data to deploy smarter campaigns with personalized content to create targeted marketing email blasts and other digital marketing. Essentially, we utilize Salesforce capabilities to get the right information with the right messaging in front of the eyes of the right people. Schaefer Plastics digital marketing efforts through Google AdWords and advertising with banner ads across industry-relevant media outlets have also consistently raised brand awareness and driven leads. We utilize analytics of clicks, site visitors, conversion rate, along with the data from our Salesforce marketing campaigns, to monitor and enhance the effectiveness of our marketing efforts. We would be able to promote Sourcewell as a valued partner in our digital marketing campaigns to a large audience to further build Sourcewell's brand awareness. In addition, we aim to enhance our social media presence across LinkedIn and Meta to promote our story, showcase our products and achievements, and share content that highlights our diverse range of offerings. By leveraging these technologies, we can better engage our audience and drive marketing effectiveness.	*
39	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?	Schaefer enjoyed the benefits of offering the Sourcewell contract to our customers from 2017 to 2021, and our team is excited about the opportunity to resume our relationship with Sourcewell. We view Sourcewell's role as identifying and sourcing the best partners to meet our members' needs and providing support for any questions prospective customers may have regarding the legal aspects of using the contract. However, on a daily basis, we believe that promoting the contract is best handled by our sales team. Our sales team is experienced in presenting the benefits of cooperative purchasing, and with Sourcewell's strong reputation in the industry, they are well-equipped to promote this agreement. This transition will be seamless for our team and will provide an attractive alternative for customers who wish to bypass the RFP process.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Information about Schaefer carts can be found at schaeferwaste.com , but no online pricing catalog or ordering website is available. A Schaefer team member will assist the end user and determine their individual needs, and a quote will be provided. Approved quotes or Purchase Orders are submitted directly to a Schaefer team member or one of Schaefer's authorized dealers.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our automated carts are extremely user friendly and typically do not require user training, however, assembly instructions are made available to each customer. For any new customers, or those unfamiliar with our products, our experienced Regional Sales Managers are available to provide on-site training. Additionally, Schaefer containers are marked with instructions for use in accordance with ANSI standards. For customers utilizing our technology suite (WISTAR), we offer comprehensive training. Our internal technology team will schedule sessions to walk staff through the system's various applications and features. They are also available for ongoing support to assist with any questions that may arise during the use of the program. We have multiple training and reference materials, and a dedicated support team available to assist as questions arise.	*

42	Describe any technological advances that your proposed Solutions offer.	<p>Our WISTAR technology suite offers end-to-end visibility throughout the lifecycle of the cart. The process begins at our manufacturing facility, where each cart is equipped with “smart” RFID tags that are programmed and linked to the visible serial number. These tags contain essential information, including cart size, stream, and date of manufacture.</p> <p>Once a cart reaches the customer’s location, WISTAR provides real-time visibility, enabling us to manage assembly and distribution projects effectively. After deployment, WISTAR assists customers in managing their assets through features such as work orders, inventory levels, and operations management. Additionally, the suite includes a service verification application that allows RFID tags to be read by equipment on the truck, providing real-time collection data.</p> <ul style="list-style-type: none"> - WISTAR Asset Management: Post A&D, our WISTAR Asset Management solution allows customers to continue to manage inventory and record all field activity, including repairs, deliveries, and removals, using the WISTAR application. A customer database includes all service addresses and assets associated via RFID scan. - WISTAR Service Verification: To add an additional layer of data for tracking field activity, our WISTAR Service Verification solution provides visibility of collections activity, and a record of all addresses serviced. WISTAR streamlines operations and manages resources by providing valuable insights into the productivity of collections and routes. - SelectMyCart™: Recognizing that a one-size-fits-all approach is not ideal for many constituents, we developed the SelectMyCart program to put the power of choice in the hands of each resident. This web-based portal empowers residents to choose their preferred collection streams and/or sizes, as directly by the customer, while simultaneously building an electronic database for the municipality to utilize during cart deployment. This approach helps avoid cart exchanges post-project and ensures that residents’ needs are met from the start. This innovative program provides a turnkey solution for our customers to engage residents and business owners regarding pertinent information that helps shape a cart program. 	*
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43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The SSI Schaefer Group is committed to corporate sustainability in operations across the globe and strives to create a circular economy for our products.</p> <p>Mike Riola, Director of Sustainability, recently joined the Schaefer Plastics Family and brings a wealth of knowledge and resources to our team, having worked in the industry for over 23 years. Mike is tasked with building an industry-leading sustainability program and focusing on the plants' consumption of recycled material. These efforts are driving our internal focus on sustainability and, as a result, aligning with the sustainability goals of our customer base.</p> <p>At Schaefer Plastics, we minimize environmental impact and carbon footprint by maintaining one of the highest truckload capacities in the market and a commitment to reducing, reusing, and recycling; our carts are 100% recyclable, and our operations center around quality, sustainability, and efficiency.</p> <p>Our commitment to quality reduces the need for field repairs and replacement, ensuring our customers a high return on investment and a low cost of ownership.</p> <p>As our business continues to grow, we strive to minimize our impact on the Earth's climate. We take every step we can to implement innovative and responsible environmental practices to reduce waste, conserve energy, and ensure efficient in our operations, and hold our suppliers to these same standards.</p> <p>We work with our customers and partners to meet sustainability goals and inclusion targets. Some customers prefer 100% virgin material, while others require up to 40% recycled material. Grant funding is often dependent on PCR inclusion, and we ensure all requirements are met and proper documentation provided.</p> <p>Initiatives incorporated into everyday business practices include:</p> <ul style="list-style-type: none"> • Efforts to reclaim production scrap and use this material in new cart production. • Efforts to reclaim HDPE material from customers and use the material in our products to prevent the material from being landfilled. Our buyback program guarantees the purchase of carts at the end of their useful life. • Producing carts that are 100% recyclable (all components). • The “Only Rain Down the Drain” policy is in place to avoid contaminating storm drains. • Recycling efforts include metal, wooden pallets, cardboard, and other plastics. • The “Operation Clean Sweep” program is in place to prevent environmental damage from unintentional loss of plastic pellets. • Universal waste disposal items, such as batteries and e-waste are recycled through a licensed disposal site. • Plant lighting has been upgraded to energy efficient LED lighting and warehouses have motion sensing lighting. • Spill Containment and Countermeasures: Schaefer has a documented program to prevent and respond to any release of hazardous waste materials used in manufacturing. • Schaefer has individual oil monitoring on all machines to monitor usage / leaks. • Schaefer has added secondary filtering equipment on each machine and could consider utilizing recycled oil on older equipment. • Introducing Ocean-bound PCR material into our manufacturing. 	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*

45	<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>Schaefer Plastics is one of the leading cart manufacturers in the industry, with over 30 years of experience and a stellar reputation for quality and service. We offer superior products at competitive prices, ensuring customers receive exceptional value for their investment.</p> <p>Unique Attributes of Schaefer Plastics:</p> <p>Our products are often regarded as the best in the market, thanks to our advanced injection molding technology, which enhances durability and reduces maintenance costs.</p> <ul style="list-style-type: none"> • Unique Features of Schaefer Carts: <ul style="list-style-type: none"> o Three-Point Lid Attachment: Our exclusive design features a robust lid axle that supports both automated and semi-automated collection systems, minimizing lid breakage and maintenance. We are proud to have the only true 3-point lid attachment in the industry. o Reinforced Top Rim: Utilizing advanced molding technology, we reinforce the lid rim with supporting gussets to enhance strength and durability. o High-Density Polyethylene Construction: Our one-piece cart bodies are designed for automated collection and feature reinforced wall thickness in high-wear areas for added resilience. o Wear Strips: Dual 3/8" wear strips on the bottom of the containers extend service life by reducing impact wear. o Ease of Assembly: Carts arrive with the lid and catch bar pre-attached, requiring only the installation of three pieces (two wheels and one axle), taking less than five seconds. o Maintenance Features: Each cart comes standard with a quick-release wheel feature, simplifying the process of removing carts from service for repairs. o Customizable Features: Custom artwork, including hot stamps, in-mold labels, and QR Codes, last for the life of the cart and display the messages our customer wish to convey to residents. • Technology Designed for the Waste Industry: <ul style="list-style-type: none"> o RFID-Integration: Carts may be factory equipped with RFID tags that are married to the cart serial number and used for initial delivery verification and ongoing asset management. o WISTAR® Suite: Our tiered based subscription model allows customers to select the features that fit their program and provide visibility of all facets of the cart program. o SelectMyCart™: Recognizing that no project is the same, we developed this program to simplify the process for municipalities. This web-based portal empowers residents to choose their preferred cart size and selection, while simultaneously building an electronic database for the municipality to utilize during cart deployment. This approach helps avoid cart exchanges post-project and ensures that residents' needs are met from the start. <p>Experience and Commitment</p> <p>We have extensive experience securing large contracts through cooperative agreements, and our sales team is adept at promoting contracts to win business. Our successful history with Sourcewell positions us to seamlessly transition and effectively promote this contract again.</p> <p>One-Stop Shop for Sourcewell Members</p> <p>Schaefer aims to be a comprehensive solution for Sourcewell members and our customers, assisting with all cart program needs and providing solutions to track the lifecycle of these important assets. Whether it's planning, production, implementation, or end of life recycling, our industry specific solutions and team of experts ensure that no Sourcewell members' needs are unfulfilled.</p>
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46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	<p>Our products are often regarded as the best in the market, thanks to our advanced injection molding technology, which enhances durability and reduces maintenance costs for the life cycle of the cart.</p> <ul style="list-style-type: none"> • Features Designed for Safety, Longevity & Life Cycle Visibility: <ul style="list-style-type: none"> o Three-Point Lid Attachment: Our exclusive design features a robust lid axle that supports both automated and semi-automated collection systems, minimizing lid breakage and maintenance. We are proud to have the only true 3-point lid attachment in the industry. o Reinforced Top Rim: Utilizing advanced molding technology, we reinforce the lid rim with supporting gussets to enhance strength and durability. o High-Density Polyethylene Construction: Our one-piece cart bodies are designed for automated collection and feature reinforced wall thickness in high-wear areas for added resilience. o Wear Strips: Dual 3/8" wear strips on the bottom of the containers extend service life by reducing impact wear. o Ease of Assembly: Carts arrive with the lid and catch bar pre-attached, requiring only the installation of three pieces (two wheels and one axle), taking less than five seconds. o Maintenance Features: Each cart comes standard with a quick-release wheel feature, simplifying the process of removing carts from service for repairs. o Customizable Features: Custom artwork, including hot stamps, in-mold labels, and QR Codes, last for the life of the cart and display the messages our customer wish to convey to residents. • Technology Designed for the Waste Industry: <ul style="list-style-type: none"> o RFID-Integration: Carts may be factory equipped with RFID tags that are married to the cart serial number and used for initial delivery verification and ongoing asset management. o WISTAR® Suite: Our tiered based subscription model allows customers to select the features that fit their program and provide visibility of the life cycle of a cart. 	*
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	<p>At Schaefer, we take the protection of personal data seriously and are committed to complying with the provisions of the General Data Protection Regulation (GDPR) and the new Federal Data Protection Act (BDSG).</p> <p>We want to ensure that you are fully informed about when we collect data and how it will be used. To protect your data, we have implemented technical and organizational measures that ensure compliance with data protection regulations, both within Schaefer and by our external service providers.</p> <p>We collect only the data necessary to provide our products and services to our customers. Any collected data is securely stored in cloud-based databases hosted on Schaefer's servers. Personal data will only be transmitted to state institutions and authorities when required by law or following a judicial order. All employees and third-party service providers are contractually obligated to maintain confidentiality and adhere to the provisions of the General Data Protection Regulation.</p> <p>Our comprehensive Privacy Policy and Data Protection Notice can be found at https://www.ssi-schaefer.com/en-us/privacy.</p>	*
48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	<p>Cities have been transitioning to semi- and fully automated collection systems using carts for over 40 years, and this shift has proven to significantly enhance participation in recycling and diversion programs. Providing dedicated recycling carts simplifies the process for residents, making it more convenient to recycle.</p> <p>Our WISTAR RFID software further elevates this initiative by tracking individual participation levels, allowing cities to identify which residents are engaged and which may need additional support. This data-driven approach enables targeted outreach, ensuring that residents receive tailored information about the recycling program and its environmental benefits.</p> <p>Additionally, our offerings include strategically chosen cart colors and In Mold Labels on the lids. These visual aids help educate residents about proper recycling practices, reinforcing their understanding and encouraging consistent participation. Overall, our comprehensive system not only facilitates easier recycling but also empowers communities through education and targeted engagement.</p>	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	The WISTAR mobile application is compatible with Android operating systems and is available for download in the GooglePlay Store.	*

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	N/A	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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.	Standard payment terms are Net 30 on approved credit. Acceptable Payment Methods: - Check - ACH (secure automated bank transfer) - Credit Card (processing fee applies)	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	At Schaefer, we understand the importance of utilizing adequate equipment for the safe handling of solid waste, and to that end, we make every effort to ensure educational and governmental entities have access to funding for our products when budget constraints are a concern. Depending on Sourcewell member requirements, we may offer internal solutions or suggest external options, such as NCL Government Capital, a Sourcewell awarded vendor. To assist with reducing overall project cost, we advise customers to seek grant funding and work with them to ensure that our products meet the stringent requirements for post-consumer recycled material inclusion and reporting.	*

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.	The following list includes all standard transaction documents: - Quote Form - Standard Terms and Conditions of Purchase - Quote Approval or Purchase Order (issued by customer) - Artwork Approval Forms - Order Confirmation - Bill of Lading (document provides proof of delivery with a list of the items included in each shipment) - Invoice	*
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?	Yes. Customers wishing to use a P-card will incur a 2.5% processing fee.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Schaefer Plastics North America has submitted ceiling pricing for each line item in our pricing workbook. This pricing model protects Schaefer from volatile fluctuations in the cost of raw materials while allowing for lower pricing on larger opportunities. We have found that municipal orders vary in size and scope, ranging from a hundred carts to tens of thousands. Therefore, the ceiling pricing model is most advantageous for both Sourcwell members and Schaefer.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	There is no set discount; however, each line item's ceiling price is based on the minimum order quantity (MOQ) listed. Orders exceeding the MOQ are subject to discounts from the ceiling price, depending on the size and scope. Requests for orders lower than the MOQ are subject to setup fees but will be accepted.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We offer quantity and volume discounts for customers purchasing multiple truckloads of carts, dependent on market conditions. The actual discount provided will depend on the scope and timing of the project. Additionally, while we do not offer a rebate program, we strongly encourage customers to participate in our Buyback Program. This program allows you to recoup funds for the raw materials and ensures that the carts are properly recycled once they reach the end of their useful life, contributing to sustainability efforts.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The Schaefer Plastics North America pricing workbook is a comprehensive list of all carts, containers, bins, parts, technology offerings, and ancillary items available to our customers. As new products are developed or added to our product list, we will work with Sourcwell to include these items in our pricing workbook. For any products and services not priced, including assembly and distribution costs and freight, we will supply a quote for each request at cost plus a percentage.	*

67	<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>At Schaefer Plastics, we understand that transparency in pricing is paramount for a successful cooperative purchasing contract. To that end, we have made every effort to include pricing for all product offerings. In order to protect our customers from paying excessive costs for shipping and ancillary services, our pricing workbook is exclusive of freight/shipping charges, service items, and applicable taxes. Pricing for these services will be provided at the time of request and will be based on the scope of work.</p> <p>Freight/Shipping Costs: Freight costs vary depending on the customer's location. Therefore, we do not feel it is appropriate to include a standard shipping rate in our unit prices. We use a variety of carriers, and by utilizing our long-term relationships and volume discounts, we will always secure the best possible shipping rates for our customers.</p> <p>Offloading: While rare in our industry, some customers may require the offloading of delivery trailers upon arrival. When needed, offloading services will be quoted on a per-project basis.</p> <p>Assembly and Distribution (A&D): Many factors drive the costing for A&D, including the number of carts, the size and density of the delivery area, recording requirements, staging area availability, project timing, and more. In order to accurately price A&D projects, we must gain an understanding of the scope due to the unique needs of each valued customer. When required, A&D services will be quoted on a per-project basis</p> <p>Taxes: Applicable local, state, federal, and any other taxes are shown on our quotation form as a separate line item. This applies to both U.S. and Canadian taxes.</p> <p>Canadian Currency Conversion: Our pricing workbook is in United States Dollars. Should a customer in Canada require pricing in Canadian Dollars, our office in Brampton, ON will issue a quote based on Sourcewell pricing and the current conversion rate.</p>	
68	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight costs vary depending on the customer's location; therefore, we do not feel it is appropriate to include a standard shipping rate in our unit prices. We use a variety of carriers, and by utilizing our long-term relationships and volume discounts, we will always secure the best possible shipping rates for our customers.</p> <p>While most carts ship over the road in standard 53' trailers, we also ship carts via rail and in shipping containers when appropriate. We have carriers under contract that deliver via all modes of transportation (road, rail, barge, air) with extensive import/export experience. The Schaefer logistics team works with our partners to ensure that our products arrive on time and as promised, and our customer service team communicates with the customer to ensure personnel are available on-site to receive the load.</p> <p>Our freight partners are registered with the Department of Transportation (DOT) and follow all Occupational Safety and Health Administration (OSHA) rules and regulations.</p> <p>To avoid inflating shipping costs, our 2% administrative fee payment calculations will exclude freight costs charged to our customers.</p>	*
69	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>The process of shipping carts to these locations is largely the same as shipping to the contiguous 48 states, as we use a combination of carriers and forwarders to deliver carts to locations such as Canada, Hawaii, Alaska, and other offshore areas.</p> <p>We have carriers under contract that deliver via all modes of transportation (road, rail, barge, air) with extensive import/export experience. The Schaefer logistics team will work with our partners to ensure that our products arrive on time and as promised.</p> <p>To avoid inflating shipping costs, our 2% administrative fee payment calculations will exclude freight costs charged to our customers.</p>	*

70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our team at Schaefer understands that customers have unique requirements and that no two locations are alike. We provide tailored solutions to ensure customer satisfaction. Some of the unique methods offered to customers include:</p> <ul style="list-style-type: none"> • Driver Assistance: The truck driver will assist with moving the stacks of carts to the doors for offloading. • Multi-stop Shipping: Products may be delivered to multiple locations within the same geographic region. • Offloading: If a customer lacks the equipment and/or personnel to offload the products, offloading services can be provided. Additionally, our crews can assemble the carts (it is industry standard for carts to require assembly, including attaching the wheel axle and wheels). • Assembly and Distribution: When A&D services are required, the costs we propose will factor in offloading the products at the staging area, which will be used as a base for the project. 	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>Upon award, Schaefer's Municipal Sales Manager will be responsible for the management and administration of the contract. All municipal pricing is verified by Municipal Sales Manager prior to quote issuance to ensure compliance. Each order is recorded in an Excel spreadsheet in a manner consistent with the required reporting format for tracking and end-of-quarter reporting.</p> <p>Quotations will reference our Sourcwell contract number in the header and adhere to our ceiling pricing model. The contract number will carry over to all subsequent documents related to the order to ensure that each order placed under the Sourcwell agreement is properly recorded.</p> <p>Salesforce, our CRM tool, allows us to select the contract under which the quote is issued, sends automated notices when the status of the project changes, and generates reports on demand. When a project is marked as "closed," the automated notification prompts an update to the spreadsheet. At the end of the quarter, the spreadsheet is compared to the Salesforce report to ensure that all "closed-won" orders with the Sourcwell contract selected are captured.</p> <p>As a previous Sourcwell contract holder and the current holder of multiple cooperative purchasing contracts, we are well versed in this process and have consistently met all requirements for timely reporting and administrative fee payments.</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.	Schaefer Plastics closely monitors monthly, quarterly, and annual sales goals to drive growth in municipal sales. Our sales directors actively oversee this tracking to ensure our sales team is consistently promoting growth within the municipal sector. Our goal is to leverage the Sourcwell contract in every municipal opportunity, thereby streamlining the process and avoiding the lengthy RFP process.	*
73	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell 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.	We are agreeable to a 2% Administration Fee payable to Sourcwell for all completed transactions utilizing the Sourcwell Master Agreement (less freight charges and applicable taxes).	*

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.	We will offer customers the most competitive pricing available at the time of request. Pricing will vary across opportunities, as each request is quoted factoring the level of customization, quantity, scope, and timing of the project, but will not exceed the ceiling price.	*

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>With over 30 years of experience manufacturing carts in the United States, coupled with our proprietary WISTAR solution, Schaefer Plastics is proud to manufacture and offer the highest quality injection-molded carts and accompanying technology solutions.</p> <p>To ensure we fulfill ALL customer needs, we have also developed strong relationships with likeminded plastic bin and container suppliers. We are pleased to share our complete product line with all Sourcewell members.</p> <p>Product Offerings:</p> <p>Injection Molded Carts</p> <p>We manufacture four different rollout cart sizes, 26g, 35g, 65g, and 95g, and each is designed to accommodate municipal solid waste, recycling, organics, and yard waste collection.</p> <p>Our injection-molded rollout carts are designed to meet all industry standards outlined by the American National Standard Institute (ANSI Z245.30-2008 & ANSI Z245.60-2008) and are compatible with all ANSI-approved automated and semi-automated lifting systems (Type B, Type G, and Type C).</p> <p>Bins & Containers Offered Include:</p> <ul style="list-style-type: none"> • Kitchen Containers: Designed for kitchen food scrap collection, these 2g containers are a key component of any organics program. • Recycling Bins: We provide rectangular, non-wheeled recycling bins that range from 14g to 18g in size. • Recycling Containers: These round, non-wheeled containers are available in 20g, 25g and 32g sizes and are suitable for manual recycling collections. • City Bins: These robust 40g and 58g "Eco-Tainers" are designed specifically for city street collections. • Extra Large Containers: If our standard sizes do not suit a program, we also offer 200g, 300g and 450g containers. • Commercial Containers: Our plastic front-load and rear-load containers range from 2yd to 4yd in size. <p>WISTAR Software Solution</p> <p>Our WISTAR software suite is a web-based technology solution that enables customer to manage their entire fleet of containers effectively. Key features include:</p> <ul style="list-style-type: none"> • Assembly and Distribution Management: Oversee assembly and distribution projects with real-time data. • Asset Management and Work Orders: Streamline operations with comprehensive asset management capabilities. • Service Verification: Ensure service accuracy and control operational costs with enhanced visibility. <p>Assembly and Distribution Program</p> <p>Schaefer's Assembly and Distribution program offers a complete end-to-end service for delivering containers to residents' homes. Our teams can:</p> <ul style="list-style-type: none"> • Offload inbound shipments. • Assemble each container. • Deliver containers to residents while recording serial numbers in a database, ensuring municipalities know the location of their assets. <p>Cart Reclamation Service</p> <p>Schaefer Plastics has established a network of partners nationwide to process and recycle old containers at their end of life. This service allows Sourcewell members to responsibly dispose of old containers and maintain a clean environment. Customers will receive the current value of the scrap HDPE (high-density polyethylene) multiplied by the number of pounds of material, minus freight costs.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All products and solutions offered are outlined in our response to line item 75.

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Schaefer's residential refuse and recycling containers are injection-molded from the highest quality high-density polyethylene (HDPE). While all manufacturers must adhere to strict industry guidelines, Schaefer stands out with our ISO 9001:2015 certification and robust three-point lid attachment system, along with other key features designed to ensure our carts perform well in various climates across North America. These features include:</p> <p>Three-Point Lid Attachment: Our exclusive design features a robust lid axle, supporting both automated and semi-automated collection systems, minimizing lid breakage and reducing maintenance. We are proud to have the only true 3-point lid attachment in the industry.</p> <p>Reinforced Top Rim: Utilizing advanced molding technology, we reinforce the lid rim with supporting gussets for enhanced strength and durability.</p> <p>One-Piece High-Density Polyethylene Construction: Our one-piece cart bodies are engineered for both semi- and fully automated collection. They feature reinforced wall thickness in high-wear areas to improve resilience.</p> <p>Wear Strips: Dual 3/8" wear strips on the bottom of the containers help extend their service life by reducing impact wear.</p> <p>Ease of Assembly: Carts arrive with the lid and catch bar pre-attached, requiring only the installation of three pieces (two wheels and one axle), which can be done in less than five seconds.</p> <p>Maintenance Features: Each cart includes a quick-release wheel feature, making it easy to remove carts from service for repairs.</p> <p>As mentioned in our response to Line Item 64, we also offer a variety of products to meet the needs of our customers:</p> <p>Kitchen Containers: These 2g containers are ideal for kitchen food scrap collection and are an essential part of any organics program.</p> <p>Recycling Bins: We offer rectangular, non-wheeled recycling bins ranging from 14g to 24g in size.</p> <p>Recycling Containers: Available in 20g, 25g, and 32g sizes, these round, non-wheeled containers are</p>

			<p>designed for manual recycling collection.</p> <p>City Bins: Our robust 40g and 58g "Eco-Tainers" are specifically designed for city street collections.</p> <p>Extra Large Containers: If our standard sizes don't meet your needs, we also offer 200g, 300g, and 450g containers.</p> <p>Commercial Containers: Our plastic front-load and rear-load containers range from 2-yard to 4-yard sizes.</p>	
78	Lift and tipping solutions for stationary carts and dumpsters	<input type="radio"/> Yes <input checked="" type="radio"/> No	No. Schaefer Plastics does not offer lift and tipping solutions; however, our carts, containers, and bins are fully compatible with ANSI-approved lifters and tippers.	*
79	Maintenance, repair, and similar services of containers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We partner with our cart logistics service providers to offer maintenance and repair programs for customers requiring ongoing asset management. Schaefer Plastics' maintains a sole source of responsibility for all equipment, products, and services provided under a resulting master agreement.	*
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>Our WISTAR software suite is a web-based technology solution that enables customers to manage their entire fleet of containers effectively. Key features include:</p> <ul style="list-style-type: none"> • Assembly and Distribution Management: Oversee assembly and distribution projects with real-time data. • Asset Management and Work Orders: Streamline operations with comprehensive asset management capabilities. • Service Verification: Ensure service accuracy and control operational costs with enhanced visibility. 	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

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

Line Item	Do you have exceptions or modifications to propose?	Acknowledgement *
81		<input type="radio"/> Yes <input checked="" type="radio"/> No

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing Workbook_Sourcewell_120324.xlsx - Tuesday December 03, 2024 08:18:34
- [Financial Strength and Stability](#) - Financial Stability Information_SPNA.pdf - Tuesday December 03, 2024 11:39:16
- [Marketing Plan/Samples](#) - Marketing Plan & Samples_SPNA.pdf - Tuesday December 03, 2024 11:39:28
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Documents_SPNA.pdf - Tuesday December 03, 2024 08:48:55
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Support Docs_ Brochures and Warranty Policies.pdf - Tuesday December 03, 2024 08:18:49

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. - TRAVIS MCALISTER, MUNICIPAL SALES AND TECHNOLOGY MANAGER, SCHAEFER PLASTICS NORTH AMERICA, 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
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	<input checked="" type="checkbox"/>	1