

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ReCollect Systems Inc., 3381 Cambie Street, Suite 528, Vancouver BC V5Z 4R3 Canada (Vendor).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.
- C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.
- D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

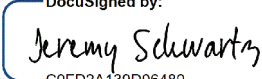
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

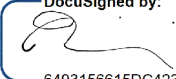
22. CANCELLATION

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


Sourcewell

ReCollect Systems Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2021 | 7:47 PM CDT

DocuSigned by:

By: 6493156615DC423...
Drew Rifkin
Title: VP-Sales and Marketing
Date: 5/25/2021 | 8:31 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/25/2021 | 8:33 AM CDT

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

Vendor Details

Company Name: ReCollect Systems Inc.
Address: 1861 William Street
Vancouver, BC V5L 2R7
Contact: Drew Rifkin
Email: drew.rifkin@recollect.net
Phone: 360-219-9798
Fax: 604-761-4775
HST#: 98-1077853was

Submission Details

Created On: Friday February 26, 2021 13:26:44
Submitted On: Wednesday April 14, 2021 15:20:21
Submitted By: Drew Rifkin
Email: drew.rifkin@recollect.net
Transaction #: 60a418e1-316c-4994-9026-8a08177cf036
Submitter's IP Address: 209.121.148.31

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	ReCollect Systems Inc.
2	Proposer Address:	ReCollect Systems Inc. 3381 Cambie Street, Suite 528 Vancouver, BC V5Z 4R3 Canada
3	Proposer website address:	www.recollect.net
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Drew Rifkin VP - Sales and Marketing drew.rifkin@recollect.net 1-604-761-4775
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Drew Rifkin VP - Sales and Marketing drew.rifkin@recollect.net 1-604-761-4775
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tanusri Pardeshi Marketing Coordinator tanusri.pardeshi@recollect.net +1 613-970-5595

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Core Values - At ReCollect, we adhere to three values:</p> <ol style="list-style-type: none"> 1. Delight Residents/ Students - We aim to provide residents/ students with unexpectedly good service and surprisingly useful products. 2. Enable Self Service - With products that delight, you can help residents become more self-reliant and answer questions without resorting to expensive phone calls. 3. Encourage Behavior Change - ReCollect's engaging products help our clients drive behavior change to save money and help the planet. With our assistance, clients are able to shift the behaviour of their residents to: <ul style="list-style-type: none"> - Increase recycling capture rates - Lower contamination in the streams - Reduce call volumes at your helpdesk or 311 center - Increase participation in both regular collection and irregular services such as household hazardous waste collection or other events. <p>Our Principal Business Philosophy- ReCollect makes recycling and waste communications easy. We specialize in digital solutions for waste management-related communications for municipalities, regions, and haulers across North America. With a focus on ease-of-use for residents, ReCollect's services drive unparalleled levels of engagement.</p> <p>The key to our success is not just a delightful product but customer support that is legendary in providing both support but also best practices in solid waste and recycling communications. Please call any of our customers for a reference. With solutions that are built entirely in-house, our team troubleshoots issues personally and resolves them immediately. When you hire ReCollect you work directly with the people responsible for creating these tools. You have access to a team with deep experience working with, and in, local government.</p> <p>Our Vision - ReCollect's vision is to provide organizations access to the newest technology and best practices in communication in order to delight residents, customers and staff, save organizations money and help improve the environment. In pursuit of this mission, ReCollect has emerged as the global leader of digital communications applications to Solid Waste and Recycling organizations. Every week our software is used by people all over North America with a combined population of 100+ million citizens who deliver millions of reminders and service thousands of queries per minute ensuring that waste streams are not contaminated and call centers are more efficiently leveraged.</p> <p>Industry Longevity - Founded as a private company in 2012, ReCollect has grown from 3 founders to a staff of over 30. Our company is structured around our key goals - our product management and software development team focuses on deploying amazing products by working closely with our Customer Success and Implementation team who provide support and advice around communications. Our scaled impact and legendary service is made possible by a team that combines leading software engineers, local government and public policy experts, and some of the most recognized communications experts in the field of solid waste and recycling.</p> <p>As a company, ReCollect's growth has been built on our reputation and has expanded from our core government market to Education Institutions and First Nations/ Native American groups.</p>
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8	What are your company's expectations in the event of an award?	<p>ReCollect does not expect Sourcewell to bring us new deals. Our hope is that Sourcewell will make us more marketable, and as a bonus may bring us some new deals, but it is not our expectation. Our expectations focus on reducing the procurement burden on us and our customers, making our already successful model still more successful.</p> <p>By partnering with Sourcewell, we hope to continue to streamline procurement activities (for both ReCollect and our customers) so that we can invest resources into scaling our business even more quickly, including expanding our product line.</p> <p>ReCollect attributes much of our success to our world-class products and focused sales process. We are effective at engaging governments, and conveying/ selling our value. Understanding and building a repeatable sales model is critical for any business and we have achieved this goal. Indeed, we have developed an effective system that experiences significant year-over-year growth in this capacity.</p> <p>That said, the slowest part of our process has historically been procurement (previous to our current Sourcewell contract). After a potential customer evaluates our products and decides to move forward, the procurement process could take anywhere from 3 to 12+months through non-Sourcewell procedures.</p>	*
9	<p>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.</p>	<p>ReCollect launched in 2009. Since then, we have become a multi-million dollar technology company. Over the past three years, our revenue has grown by 225%, our team has grown 250%, and our Sourcewell customer base has grown to over 85 organizations across the United States.</p> <p>We are, in practice, a deeply fiscally conservative company. Throughout the period discussed above, we have remained cash flow positive without seeking or needing investor capital. More critically, because our clients sign multi-year contracts with a fixed price annuity, our future cash flow is remarkably stable. The result is that, given existing contracts and the revenue they generate, ReCollect could fail to close any new business (an extremely unlikely scenario) and continue to pay our team and service our existing customers in perpetuity.</p> <p>We forecast significant growth in the Government and Educational sectors over the coming years.</p> <p>Uploaded is a signed reference letter from our Certified Accountant and a Certificate of Good Standing issued under the Business Corporation Act of British Columbia.</p> <p>Further, we would be happy to talk about our financial strength in detail and find ways to demonstrate it to satisfy the committee.</p>	*
10	What is your US market share for the solutions that you are proposing?	Based on an estimated 20,000 serviceable customers (Government agencies, Educational Institutions, and Indigenous Groups), our market share in the US is 1%. Some of those customers include counties and other regional agencies that include multiple municipalities.	*
11	What is your Canadian market share for the solutions that you are proposing?	Based on 3000 eligible customers (Government agencies, Educational Institutions and Indigenous Groups) with waste and recycling services, the Canadian market share is 9.7%. Some of those customers include counties and other regional agencies that include multiple municipalities.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither ReCollect nor its founders/owners have ever petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	ReCollect would best describe itself as (b) a service provider of software services - Software as a Service (SaaS). Our sales and service personnel are employees of ReCollect, and we do not utilize a dealer network.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Aside from registering in states where we do business and our British Columbian Business License, there are no licenses or certifications required to run our business.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ReCollect has never been suspended or disbarred from practice.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Waste 360 40 Under 40 Jenny English, Waste Reduction and Recycling Specialist: https://www.waste360.com/business/recollect-systems-english-serves-waste-and-recycling-expert-municipalities</p> <p>Ryan Buhay, Account Executive (Waste Haulers): https://www.waste360.com/fleets-technology/recollect-systems-buhay-stumbles-upon-waste-industry-career</p> <p>Kelly Millman, Waste Solutions Manager: https://www.waste360.com/business/recollect%E2%80%99s-millman-dedicated-waste-reduction-sustainability</p> <p>Excellence in Recycling from the Michigan Department of Environmental Quality 2017 Won an award for Excellence in Recycling https://recollect.net/blog/recycling-authority-wins-michigan-award-recycling-education-recollect/</p> <p>Top 10 Citizen Relationship Solution Providers https://citizen-relationship.govciooutlook.com/vendor/recollect-systems-a-simple-costeffective-solution-for-waste-management-cid-279-mid-35.html</p> <p>Carolina Recycling Association Award 2019 Won with City of Greensboro, North Carolina https://www.cra-recycle.org/2019awards/</p> <p>Carolina Recycling Association Award 2020 Won with Town of Cary, NC http://www.cra-recycle.org/2020awards/</p> <p>Smart Cities Connect - Smart 50 Awards - 2019 Won with the City of Marietta, GA https://spring.smartcitiesconnect.org/Smart50Awards/2019AwardRecipients.html</p> <p>Environmental Sustainability Leadership Award - 2018 Won with the RecycleCT Foundation https://nerc.org/news-and-updates/nerc-bulletin/december-2018#awardwinners</p> <p>SWANA 2016 Excellence Award Won with the Regional Municipality of Durham, ON https://swana.org/Awards/ExcellenceAwards/2016Winners.aspx</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	In our last three years of sales, ninety percent (90%, by volume) have come from the governmental sector.	*
18	What percentage of your sales are to the education sector in the past three years	In our last three years of sales, five percent (5%, by volume) have come from the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We do not currently have any state or provincial purchasing contracts and one cooperative contract, as seen below: Sourcewell: Public Works Communications Technology Contract #041217-RCS Approximate annual sales volumes - 2020: ~\$700K USD 2019: ~\$550K USD 2018: ~350K USD</p>	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Southeastern Minnesota Recyclers Exchange	Anthony Wittmer	507-328-6737	*
Charles County	Meg Romero	301-932-5656	*
City of Greenville	Kevin Mulligan	252-329-4520	*
Metro Nashville, TN	Sharon Smith	615-862-8715	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Calgary	Government	AB - Alberta	1. Collection Calendar 2. Waste Sorting Game 3. Web App 4. Mobile App	43,870.33 USD	131,611 USD	*
City of Austin	Government	Texas - TX	1. Collection Calendar 2. Waste Wizard 3. Appointment Scheduler 4. Special Collection 5. Waste Sorting Game 6. Web App 7. Mobile App	43,687 USD	131,061 USD	*
Sacramento County	Government	California - CA	1. Collection Calendar 2. Waste Wizard 3. Mobile App 4. Web App	39,696 USD	119,088 USD	*
Columbus	Government	Ohio - OH	1. Collection Calendar 2. Waste Wizard 3. Web App	30,581 USD	91,743 USD	*
City of Fort Worth	Government	Texas - TX	1. Collection Calendar 2. Waste Wizard 3. Web App 4. Mobile App	26,790.66 USD	80,372 USD	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	We have a dedicated in-house sales force of eight, plus marketing, and assistants. Together, we ensure streamlined procurement for all prospective customers.	*
24	Dealer network or other distribution methods.	We do not employ a dealer network or other distribution methods.	*
25	Service force.	We have a dedicated in-house service force of eleven which consists of both technical support and customer success professionals. Our technical support group is composed of product and data experts that support all technical aspects of ReCollects Services. While our Customer Success group has deep knowledge of the solid waste and recycling industry and assists our customers in maximizing the value of their investment in ReCollect's products. Together our Service Force has an amazing customer rating average of 9.8 out 10.	*
26	Describe in detail the process and	A) Implementation Process -	

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.

During the implementation process, the customer will be assigned a dedicated Customer Success Manager. This person will liaise between our customer and the ReCollect team to ensure their suite of tools are successfully launched. An implementation plan is leveraged and an estimated schedule is drafted prior to kick-off.

During the kick-off meeting, this plan is described to the customer project team and timelines are agreed upon or adjusted. Responsibilities and dependencies are clearly defined. All deliverables required from the Agency for solution configuration are described. After the kick-off, ReCollect provides a detailed list of the deliverables right inside the Admin Portal.

ReCollect conducts quality assurance testing on every product setup built. ReCollect then requires User Acceptance Testing (UAT) by the customer. The first tutorial is conducted in order for the Agency to conduct this UAT.

Once the tools are launched, ReCollect provides ongoing support, 12 hours a day (7 am to 7 pm PT), five days a week to both residents and our customers. ReCollect Staff continuously monitor the usage of the tools, and will have regular check-ins with customers. Critically, ReCollect staff will offer suggestions around how to increase adoption and improve communications based on insights gathered from hundreds of other deployments and ReCollect administrators. We also hold regular webinars with our customers where strategies for success are shared.

The dedicated ReCollect Customer Success Manager (CSM) will take the customer through these phases as follows:

1. Adoption -

The focus of this phase is to help the Agency promote the new digital communication tool to the Agency's residents. The steps during this phase are:

- a) Promotion planning - with a bountiful library of promotional templates and examples, the CSM will start by showing a wide range of tactics - from Facebook and bus shelter ads, to press releases and bin stickers. Based on what the agency is motivated by and what they know Residents will be attracted to, the CSM delivers a tailored Communications Plan complete with templates for ease of use.
- b) Check-in calls - one at approximately one month after production implementation, the other approximately 6 months after launch.
- c) What's covered during these check-ins - Metrics analysis to learn what tactics are working and setting benchmark adoption rates based on data from other municipalities similar to the Agency - same size, similar resources, etc. so it's realistic.

ReCollect's library of promotional templates and examples are always available to the Agency and as new innovative tactics are created, they are announced and shared by email to ReCollect customers.

2. Education -

Once Residents are using the tool and adoption growth is on pace, ReCollect continues to analyze metrics and prove goal achievement, but the focus shifts to education topics.

ReCollect's system provides you with detailed metrics around resident interactions. These metrics are used to help drive data-driven decisions with the goal of moving the needle around your key performance indicators.

3. Program Change -

While program changes can happen at any point in the Agency's journey of using the ReCollect product, ReCollect customers tend to have learned what program changes they should make based on the data they're learning from the app.

ReCollect has encountered all kinds of program changes, from introducing an Organics Program, switching to an every other week collection schedule, to changing the local school outreach program or introducing a Curbside Audit. ReCollect Customer Success Managers have a wealth of knowledge to share on learnings about what to avoid, what to expect, what to consider, and want to be an expert invited to the planning stages and help the Agency make great decisions.

4. Final Acceptance -

Final acceptance is mutually defined at the end of each phase of the project and continually advanced throughout the duration of the contract.

B) Training -

We provide administrator training and support from the moment we launch our products. For every new customer, we facilitate a tutorial about behind-the-scenes features and how best to:

- Create events
- Manage and update solid waste calendars
- Create education campaigns

- Create service alerts
- Manage the waste wizard behind the scenes, and
- Manage mobile app content and read reviews
- Analyze dashboard metrics across all products

In addition to our formal training program, customers are welcome to contact us at any time about challenges they experience using ReCollect technology. We support customer development by conducting webinars, writing content, and sharing useful information about waste management and communications right in our very own ReCollect Academy. We have also helped customers apply and win communication awards.

C) Ongoing Support -

All of our service support is directly handled by ReCollect. Our customer team supports both our customers and end-users 12 hours a day (7 am to 7 pm PT), five days a week. ReCollect also provides 24/7 uptime and performance monitoring, and ongoing development to keep improving our products and services.

Customers can contact us at any time using our support email and end-users can submit directly from the app. Some end-user requests are appropriate for the city to respond to, for example, missed collection requests. Those, we immediately forward to the appropriate city contact.

ReCollect investigates any technical support requests that are not related to service critical incidents as soon as possible and responds to the customer by the end of the second business day after the request is made with a resolution or confirmation that the request has been forwarded to the appropriate person for resolution.

D) Reports -

Each month, ReCollect automatically generates reports which are emailed to customer administrators. These reports feature a number of key metrics that provide insight into the adoption, uptake and active use of ReCollect.

Our reports are not a superficial treatment that merely provides download statistics. Metrics are deeply integrated for our whole platform. We help you understand what content is popular, how and where you are communicating, how many people are actively using your products week-by-week and many other helpful metrics. Customer administrators can also generate detailed week-by-week breakdown reports at any time by accessing ReCollect admin dashboards. These reports can be exported to Excel with a single click.

ReCollect has a comprehensive dashboard with real-time reports that are available to staff that becomes ReCollect administrators (those with access to make changes to the tools).

This dashboard is available 24 hours a day from work and home. These stats include: Metrics Measured by Each Product:

Collection Calendar -

- How many residents look up their collection schedule
- How many residents sign up for reminders
- The distribution of reminders by type (email vs. SMS vs. iCal, etc...)
- The distribution of reminders by route (are their routes with low or high uptake) and many other stats

Waste Wizard -

- What are the most looked up items over the 14 days, 1 month, 3 months, 6 months and all-time (since launch)
- What are the most looked for items that ARE NOT in the wizard, broken down over the last 14 days, 1 month, 3 months, 6 months and all-time (since launch).
- See most looked-for depots and other stats.

Special Collection -

- How many requests were created?
- How many requests were canceled?
- How many items scheduled for pickup?
- What days are most popular?
- What time of day is most popular by day of the week?
- How many items are requested at a time?
- What are the most popular items, and what are the top items that are canceled?

Waste Sorting Game -

- What materials are most misunderstood and how?

E) Problem Solving -

Should our customer not receive the support required, they are welcome to contact the Director of Customer Success directly or any of the Executive team. In addition, we love feedback and new ideas and will look for ways to incorporate new ideas for

		new features into our product roadmap — the product you see today results in part from the hundreds of conversations we have with customers, existing and prospective, every year.	
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Many ReCollect staff and many of our customers are located in the United States. As such we are happy to provide Sourcwell procurement to new customers and current customers looking to renew. Currently, we have 85 active and happy annual customers that utilize ReCollect via our Sourcwell contract within the United States.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Many ReCollect staff and many of our customers are located in Canada. As such we are happy to provide Sourcwell procurement to new customers and current customers looking to renew.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ReCollect products are appropriate for all regions within the United States and Canada. No other cooperative purchasing contracts limit our ability to promote a contract with Sourcwell.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ReCollect is willing and capable of serving all Sourcwell participating entity sectors including government, education, and not-for-profit organizations across all of Canada and the USA. We currently serve all of these sectors and regions.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ReCollect currently provides services within Alaska, Hawaii, and Gaum. We are not constrained by geography and no specific contract requirements or restrictions would apply to customers in Hawaii or Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy showcases the success of our customers and aligns our products as tools they leverage to overcome their challenges.</p> <p>Our demand generation programs cover a wide range of areas including, but not limited to success stories, webinars, email marketing, paid advertising (publications, Google AdWords), referral marketing and content marketing.</p> <p>In our marketing collateral, we aim to showcase Sourcwell as a reputable and established partner that helps organizations more easily procure our products.</p> <p>Announcement of Sourcwell Contract - In the event of a Sourcwell contract, ReCollect will send an announcement to all customers and prospects outlining the benefits of working with Sourcwell in a cooperative purchasing arrangement.</p> <p>Collaboration with Sourcwell - We will work with Sourcwell to work on the best language and find best practices, including identifying together the best metrics of success for Sourcwell marketing.</p> <p>Trade Shows - Trade shows are a great way for our sales and marketing team to reach out to prospects, test what works, and identify changes within the industry. At trade shows, we do more than sit behind a booth. Because there are always at least two of us there, one of us will network with customers, chat with industry leaders, and ultimately meet with prospects. When the trade show has ended, we follow up with contacts made to either learn more about their challenges and check in with customers.</p> <ul style="list-style-type: none"> - 3-5 Trade Shows per year - Sourcwell documentation at the booth - Sourcwell mentioned in fact sheet - Sourcwell mentioned in case studies regarding procurement - Market research at trade shows for future messaging <p>Referrals and Testimonials- ReCollect's proudest statistic is our exceptionally high renewal rate. This, coupled with our A+ testimonials, means that we receive many of our new prospects from referrals. We also work with recently launched customers to elicit referrals for nearby prospects. Our products work best when neighboring regions all use them - this constellation strategy has been a successful one for us.</p> <ul style="list-style-type: none"> - Collateral explaining Sourcwell to customers - Collateral for customers to share with neighboring cities and regions about Sourcwell

		<p>Newsletter - Our e-newsletter marketing campaigns are sent to relevant actors in the field. We send different campaigns to different segments of our contacts to either let them know that we're attending a conference near them, tell them about a new product or service or keep in touch if a sale has been put on hold. - In our drip campaign, a newsletter to new prospects about procurement and Sourcewell</p> <p>Web Properties - Our web properties are targeted to cities with one goal in mind: to have prospects contact us for more information. We believe that when cities can discuss their challenges with us on their terms, they can learn about the benefits of ReCollect in a way that serves them best.</p> <p>It is important to us that a match be made between what the city needs and what we can provide. Our web copy serves as a fact sheet for what we provide and entices prospects to talk to us about what they need. However, it also serves as a filter for prospects who might be looking for something else. This, coupled with the initial phone call we have with prospects, ensures that prospects are excited to move forward with the sales process. - A landing page dedicated to procurement and Sourcewell - Sourcewell logo on our homepage and product pages - Paragraph about Sourcewell in "about" section</p> <p>Renewals - Many of our customers, including hundreds of municipalities, are Sourcewell eligible. Every 36 months we renew with a new deal. ReCollect has a strong track record of customer retention and we expect many of the renewals to be streamlined thanks to Sourcewell. Our plan is to leverage the Sourcewell contract for renewals. Some are already using our tools through our partner, Cascade Engineering, thanks to their Sourcewell contract. - A Sourcewell contract gives ReCollect a great reason to return to customers with an easier way to renew - Collateral explaining the benefits of Sourcewell to customers</p> <p>Printed Marketing Materials - ReCollect will produce and maintain full-color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and marketing publications. We will also maintain fact sheets and case studies, and informational materials. For examples of these, please see Appendices A, B, and C. We would be pleased to work with Sourcewell to create more marketing materials as our relationship evolves.</p> <p>Contract Announcements and Advertisements - ReCollect provides a public relations and announcement package to all new customers. In this, we will include language, print, and digital materials about Sourcewell as appropriate.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our marketing strategy focuses on educating our target market. Our blog is regularly updated with industry best practices and important education we learn and share from our customers. Our newsletter, over 13,000 subscribers strong, provides timely industry news, strategies and tips for our target audience.</p> <p>We spend much of our marketing efforts delivering education and building meaningful conversations with Governmental and Educational Institutions via hosted email marketing, hosted webinars, and newsletter.</p> <p>Our web properties and owned media (our website, social media accounts, publisher accounts) are full of information about what we provide and how to contact us. All of our owned media is fully optimized for SEO, usability and the customer experience.</p> <p>In addition to core SEO (keywords, title tags, meta descriptions, alt tags, etc) we utilize metadata extensively across our website (and all properties), fully utilizing rich snippets, the knowledge graph and social metadata.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We do not have any expectation that Sourcewell will be promoting ReCollect or its products. It is our perspective that the responsibility falls upon us to make the most out of our Sourcewell contract.</p> <p>Currently, we promote our active SourceWell contract on all of our web pages and have a dedicated Sourcewell webpage : https://recollect.net/sourcewell/</p> <p>ReCollect is keen to make Sourcewell the primary approach to purchasing ReCollect - asking if a prospect is, or could quickly become, a member is the first question our sales team asks a qualified lead.</p> <p>Critically, our sales team is already trained on how Sourcewell works and has experience discussing it with clients. As a result, it is already integrated into our sales process. A new Sourcewell award would just increase the priority we would assign Sourcewell in our process.</p> <p>In addition, we have been working with our communications and marketing team to create an outreach strategy to our ~13,000 member prospect list - including many prospects in Canada - suggesting that they consider Sourcewell as a vehicle to facilitate procuring ReCollect and other products.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the consultative approach to ReCollect's sales process, our products are not available through an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training - Training is included as part of all ReCollect products. Specifically, all customers are provided detailed training, guided by ReCollect's skilled customer success staff. Each of our customer success staff has worked in the solid waste industry, many for municipalities, before their roles at ReCollect, so they are acquainted first-hand with the challenges our customers face. In these training sessions, our customers learn to use all of ReCollect's product features. This is a standard launch procedure, and we encourage participation by keeping the training short, engaging, and relevant.</p> <p>ReCollect Academy - Customers are also able to access a large library of resources, such as product announcements, on-demand webinars, success stories, promotional assets, and many more inside the ReCollect Academy. This is a constantly growing resource that is provided to all ReCollect customers.</p> <p>Community of Practice Webinars - ReCollect offers regular "Community of Practice" webinars in which customers learn about best practices when implementing and using ReCollect products, as well as other ways to enhance public education and communications. Customers can also actively participate in these webinars by being a co-host or asking questions, should they choose.</p> <p>All training costs are included within our Success Packages.</p>

37	Describe any technological advances that your proposed products or services offer.	<p>As a software company, ReCollect's entire offering consists exclusively of technological advances to help manage the process of solid waste and recycling communications programs. ReCollect is constantly expanding and growing not only its product offerings but also makes ongoing and consistent upgrades to existing products and features.</p> <p>ReCollect's technology offerings include the following benefits:</p> <ol style="list-style-type: none"> 1. Eliminates the need to print collection calendars by allowing residents to get notifications about their schedules. Residents can custom print a personalized calendar if they need it. 2. Large printed recycling guides are eliminated with ReCollect's Waste Wizard. This database can support a large number of materials, provides detailed information on how to dispose of the materials, and is available anytime, anywhere (with an internet connection). 3. Educational outreach is complemented by the Waste Sorting Game, which tracks gameplay data and provides educators with more information, helping cities focus their resources on other projects. 4. Reduces service issues such as missed collections or broken bins. Issues can be resolved and tracked via web interface or an automated call-in system. 5. Similarly, requests to collect oversized or special collection items no longer require phone calls but are fully online and mobile-enabled. 6. All ReCollect services are hosted on ReCollect's servers and do not require IT resources for installation, to run services, or for ongoing maintenance. 7. ReCollect's team of data experts allows ReCollect tools to connect and to and report back to pre-existing systems, such as call center software. GIS, routing software, and service request systems are just a few of the systems ReCollect has integrated with. 8. Access to information via Voice Assistant devices. Today, ReCollect's Waste Wizard can be configured to be accessed via voice assistance such as Alexa. <p>ReCollect's most important technological advance is that we rapidly improve services and products for clients on a continuous basis. ReCollect deploys new code on a daily basis and security patches, performance improvements and new features regularly. As a result, ReCollect customers receive a steady stream of technological advances.</p>	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ReCollect Systems is a technology company that combines deep expertise in solid waste and recycling with technology that works for government, education, and not-for-profit organizations. Our team is composed of leaders in public policy, recycling and solid waste communications, behavior change, and technology.</p> <p>Being "green" is our mission. We seek to reduce the environmental footprint of everyday people by increasing recycling and reducing waste and contamination.</p> <p>We also pride ourselves on helping move cities eliminate printed flyers and calendars for residents. To date our tools have prompted numerous clients to forgo flyer-based marketing campaigns, eliminating millions of printed flyers in North America over the past several years.</p> <p>Further, ReCollect has been a digital-first and remote-based company since its inception over eight years ago. Our remote work policies have greatly reduced vehicle travel, printing, and other environmental costs.</p> <p>Finally, our company's "green team" looks for ways to further reduce company waste.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our company does not have any third-party issued eco-labels, ratings or certifications.</p>	*

40	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>As a Canadian organization, these accreditations are not applicable to ReCollect. However, at ReCollect inclusion is very important, both within our organization and in respect to the products we build.</p> <p>All of our products are built with a focus on digital accessibility. Specifically, we ensure our tools can be accessed by everyone regardless of barriers, such as visual, hearing, motor or cognitive impairments. To facilitate this we focus on compliance with Section 508 of the US Rehabilitation Act (www.section508.gov).</p> <p>Every year ReCollect hires an external auditor to conduct an accessibility review of our products to ensure compliance with section 508. The software development team must then complete all recommended changes to receive a conformance report. This process represents a significant investment by ReCollect and is an expression of our commitment to equitable access to our tools.</p> <p>To this point kindly find attached the following documents: 1. ReCollect's Diversity Policy 2. Accessibility Conformance Report</p>
41	<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>When you think of your favorite websites and mobile apps they are almost always consumer-facing. They are beautiful, easy to use, and constantly updated. ReCollect has a record of delighting both our customers and our users by providing this in the municipal/education space. In this way, ReCollect brings the reliability and innovation often found in the consumer tech space to government.</p> <p>ReCollect also brings a level of customer service unheard of in the software space. We are regularly told by customers that we are their favorite vendor. This is in part because our tools work beautifully (all of our development staff come out of silicon valley companies), but it is also because we combine deep expertise in solid waste (all of our customer success staff have worked in local government) and we have a strong vision of where our customers need to get to (our founders includes some of the leading thinkers in the civic tech space - see David Eaves, who lectures at the Kennedy School of Government at Harvard University on technology and government).</p> <p>Finally, ReCollect is unique in that it is one of the few players in the technology space that put our customers, their rights as data owners, and their reputation, before ourselves. It is for this reason that every government agency that procures tools from ReCollect owns their own brand and information associated with their unique service. Local residents can trust that the information within the application is accurate when it comes from the city or county itself. ReCollect isn't trying to disintermediate the relationship between city and citizen; our tools are helping make it stronger.</p>

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Yes, our warranties cover all products, parts, and labor. Our warranties impose no usage restrictions or other limitations. The following is an excerpt from our service agreement in respect to ReCollect's warranty:</p> <ul style="list-style-type: none"> - ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the ReCollect Services is otherwise unavailable. - ReCollect shall grant the Licensee one month of free service should the Service experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Licensee 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month. <p>ReCollect's complete Standard Software Service Agreement (including all warranty details) has been uploaded to the warranty section of this submission.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranties impose no usage restrictions or other limitations.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, ReCollect's warranties cover the expense of technicians. This is especially the case because we are an in-house hosted solution and do not require travel for repair or upkeep.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	ReCollect can service all geographic regions within North America, with no restrictions. All services are provided virtually via telephone and internet.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	ReCollect's warranty is exclusive to the products sold by ReCollect Systems Inc.
47	What are your proposed exchange and return programs and policies?	<p>Exchanges are handled on a case by case basis and we treat all returns based on the termination language outlined in the Software Service Agreement.</p> <p>Our default language allows for the termination of the agreement at the expiration. Alternatively, either party may terminate the agreement, if the other party materially breaches this Agreement and such breach:</p> <ol style="list-style-type: none"> 1: is incapable of cure; or 2: being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. <p>ReCollect's complete Software Service Agreement (including all termination details) has been uploaded to the warranty section of this submission.</p>
48	Describe any service contract options for the items included in your proposal.	<p>All customer success, customer service, technical support, and resident support costs are included in the cost of ReCollect's software as a service products (all products in this proposal).</p> <p>We are open to modifying part of any service contract should the need arise.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 with annual invoicing; however, we are flexible with these terms depending on customer requests.
50	Describe any leasing or financing options available for use by educational or governmental entities.	ReCollect's standard financing practice is to invoice annually although we are flexible and can accommodate requests for alternative invoicing schedules.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>All orders are directly processed by ReCollect. An order will be documented via ReCollect's Standard Service Agreement which will reference ReCollect's Sourcewell contract and applicable terms and conditions.</p> <p>The order will be considered complete upon joint signature of the Service Agreement. All agreements that have been executed via Sourcewell will be tracked through ReCollect Customer Relations Management (CRM) Software. We report sales quarterly to our executive team and will be able to replicate data for Sourcewell.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card procurement and payment processes.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Kindly find a detailed SKU-based price list as a PDF and .xlsx file uploaded to the pricing upload section. This price list shows list price and Sourcewell preferred pricing for all products included as part of this RFP submission.</p> <p>ReCollect's main product offerings are structured as Software as a Service(SaaS) which bases pricing around all-inclusive subscription fees. We include service, support, maintenance, language localizations, and update costs into one single and consistent annual cost. The attached list pricing is population-based and structured around a 12-month agreement. Sourcewell pricing is discounted by 5%.</p> <p>Further, Sourcewell members will receive additional bundled discounts when multiple products are purchased. Specifically, we will provide an additional 10% bundle discount for 2-products, 15% bundle discount for 3-products, and a 20% bundle discount for 4 or more products purchased at the same time. Kindly see attached Spreadsheet.</p> <p>All ReCollect products require the purchase of our essential success product. We are pleased to waive the fee for this product for all Sourcewell members. As such, the Hotlist discount for the Essential Success package is 100%.</p> <p>We are comfortable providing significant discounts due to the efficiencies found working via Sourcewell. This will result in significant savings for Sourcewell members and will maintain both the value of our product and the sustainability of our pricing model.</p>

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell's discount presented in this response reflects between a 10% to 35% discount. These discounts will include a standard 5% product discount, waived fees for ReCollect's Essential Success package, and bundled discounts that can range between 10% and 20%. These significant Sourcewell member discounts reflect the procurement cost savings associated with ReCollect's customer acquisition cycle, as well as a strategic financial incentive for customers to use Sourcewell's cooperative purchasing agreement.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell members will receive additional bundled discounts when multiple products are purchased. Specifically, we will provide an additional 10% bundle discount for 2-products, a 15% bundle discount for 3-products, and a 20% bundle discount for 4 or more products purchased at the same time.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ReCollect will quote "sourced" products on a case-by-case basis if and when it is mutually beneficial to the Sourcewell member and ReCollect.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are NO additional charges associated with ReCollect products and services.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	ReCollect's products are provided as Software as a Service. We host our products on internet servers and therefore there are no shipping and delivery program. Training is provided via the web and phone.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no different shipping or delivery procedure for territories outside of the Continental USA.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Software as a Service is an increasingly popular delivery method for software products. Instead of buying and installing a software product using a compact disk or a visiting company representative, the customer subscribes to a service via the internet. This offers a number of advantages to the customer: - Updates and improvements to the service are continually made throughout the year. The customer never has to re-install the software to receive the updates. - Our customer support exceeds expectations thanks to our constant up-time and network availability. - Any installation cost is waived and included in the annual subscription fee. - All iOS and Android updates (an inevitability with mobile applications) are accounted for as they happen. The software will never be left behind.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>ReCollect will retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from us under the awarded contract. ReCollect's customer relationship management system (CRM) tracks the contracting vehicle for all contracts the company closes. This field is required to be completed for the CRM to process an order. As a result, the sales team must mark if a deal is leveraging the Sourcewell in order to complete their process.</p> <p>Once a deal is marked as leveraging Sourcewell and is closed, this triggers the creation of both: a) an automatic notification for our finance team, and b) a to-do for a member of the finance team at the end of each quarter to confirm the deal with ReCollect's Sourcewell contact.</p> <p>These two items ensure that this process provides us with an audit trail so we can review all new deals, submit an accurate report and payment to Sourcewell at the end of each quarter.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ReCollect would pay Sourcewell an administrative fee of 3% of the value of any contract it reaches with a member who procures via our shared cooperative purchasing agreement.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Below is a high-level overview of our products. Detailed information is included in the Product Portfolio attached as an extra document to this submission.</p> <p>Collection Calendar (SWR-PRD-CAL-STD) Allows people to view their collection schedule online, and subscribe to email, phone, Twitter or text message collection day reminders. Residents can also print or add the calendar to their personal digital calendars. Your department can send messages to residents to help them recycle right or to notify of a collection delay. The Collection Calendar can be used on its own, or integrated with ReCollect's Waste Wizard. Like all our products, it is available on the web in a mobile-responsive format, and in a mobile app.</p> <p>Event Calendar (SWR-PRD-CAL-EVT) People can see upcoming events at locations, such as Household Hazardous Waste drop-off events. People can also get reminders of upcoming events, get notified of any cancellations or long lines at events, and view important information, such as changes to location hours or any other relevant information.</p> <p>Waste Wizard (SWR-PRD-WIZ-STD) The Waste Wizard tells residents what goes in what bin. This directory has the best-in-class search tool with predictive search and synonym detection. All the information in the directory represents local guidance, including maps to local depots. As with all our products, the analytics from this tool help in communication efforts.</p> <p>Multi-Community Waste Wizard (SWR-PRD-WIZ-MUL) The Multi-Community Waste Wizard has the same functionality as our Waste Wizard but allows for different rules between more than one community.</p> <p>Special Collection (SWR-PRD-COL-STD) Residents can request for large or other special items to be collected. They communicate directly with the city to schedule a time, learn about requirements, and if mandated, pay the city, through this application. We integrate with all leading scheduling and routing systems. If you don't have a system for scheduling collections, we can provide that too. Like our other tools, the Special Collection app</p>

		<p>integrates with all other city ticketing software.</p> <p>Appointment Scheduler (SWR-PRD-APT-STD) Residents can schedule an appointment time for a depot event, typically household hazardous waste or electronics disposal events. Appointments can be restricted to specific addresses, by the number of appointments per day, and other useful restrictions. All requests can be downloaded in a report and are viewable inside the admin dashboard, allowing for easy resource management for the appointment windows.</p> <p>Curbside Audit Tool (SWR-PRD-CAT-STD) Cities are able to conduct visual waste audits in the field through a staff-only mobile portal. Field workers can measure things such as contamination levels, program participation, or the number of bags/bins out. All data is sent back to the dashboard in real-time allowing for progress monitoring.</p> <p>Waste Sorting Game (SWR-PRD-GAM-STD) The Waste Sorting Game teaches residents how to recycle right locally. All the graphics including the city background, the bins, the branding, and the depot names are made for your city. As with all our tools, it is available on all modern browsers both on desktop computers and mobile phones.</p> <p>Online Payments (SWR-PRD-PAY-STD) An online store appears directly on ReCollect web and mobile apps. People can place select items or services from a list, pay for them online, and receive a confirmation email.</p> <p>Platform: Website Tool (SWR-OPT-WEB-STD) All of our tools are available for your city website. They are easy to place as part of your recycling web pages and even your Facebook page. When you subscribe to any of the four tools listed above, you will receive two lines of code to place in your design. When it's launched, the web app will match your organization's style and brand. Residents will see a cohesive, city-owned web page.</p> <p>Platform: Mobile App (SWR-OPT-MOB-STD) This mobile app can have any combination of the tools above, and will belong entirely to your city. When your residents search for your city's recycling app in their app store, they will be able to download it for free. If your city has an app, our tools can integrate with what you have. Either way, your residents will be using an entirely city-branded service.</p> <p>Text Messaging (1,000 Subscribers) (SWR-OPT-SMS-B1K) People can receive reminders and alerts via text messages. ReCollect's text messaging service complies with telecommunication industry anti-spam regulations.</p> <p>Voice Assistant (Alexa) (SWR-OPT-VOI-STD) Residents can ask Alexa to look up how to dispose of items after a skill name is enabled. People are provided spoken recycling instructions that are short and optimized for the voice assistant.</p> <p>Success Packages (SCS-PKG-ESS, SCS-PKG-ENH, SCS-PKG-PLA) ReCollect provides three tiers of packages depending on a customer's support and other needs. The first tier includes 20 ReCollect staff hours per year, the middle tier includes 60 hours of work, and the top tier includes 80 hours of work. Additionally, most requests are completed within 15 business days for the first and middle tiers, and 4 business days for the top tier. The top tier also includes one integration with a third party platform, such as a ticketing system.</p> <p>Data Transformation Services (SCS-PKG-DTS) ReCollect provides an additional service that can help transform calendar address data for customers that need more help to use their data with ReCollect's tools. This service provides data cleansing, formatting, merging, and includes up to 15 hours of work to set up an automated connector for data transfer.</p> <p>Premium Languages (LNG-PRM-FRE, LNG-PRM-SPA) All public-facing products are automatically translated into Spanish or French by multi-lingual human translators.</p> <p>Attached under Additional Documents is our Product Portfolio that highlights the details of all of our products within the Sourcewell catalog.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable. (None)

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

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

Line Item	Category or Type	Offered *	Comments
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	ReCollect's Collection Calendar (SWR-PRD-CAL-STD) and Waste Wizard (SWR-PRD-WIZ-STD) offer detailed information associated with the collection and proper disposal of materials in Residential-sized refuse and recycling containers. Further, the Waste Sorting Game (SWR-PRD-GAM-STD) game-ifies proper disposal in Residential-sized refuse and recycling containers for recycling education of children and adults.
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	ReCollect's Collection Calendar (SWR-PRD-CAL-STD) and Waste Wizard (SWR-PRD-WIZ-STD) offer detailed information associated with the collection and proper disposal of materials in Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts. Further, ReCollect's Special Collection product (SWR-PRD-COL-STD) can streamline extra tip requests.
68	Lift and tipping solutions for stationary carts and dumpsters	<input checked="" type="radio"/> Yes <input type="radio"/> No	ReCollect's Special Collection product (SWR-PRD-COL-STD) can streamline extra tip requests while our Waste Wizard tool (SWR-PRD-WIZ-STD) provides guidance on the type of materials that may be disposed of in stationary carts and dumpsters.
69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	<input checked="" type="radio"/> Yes <input type="radio"/> No	ReCollect Systems is a technology provider by definition. All of our products have been built with the focus of providing technology solutions related to the management, planning, communications and collection of refuse and recycling materials.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We rely heavily upon metrics of success to maintain our contracts, it is measurable evidence they are receiving value. We have a 99%+ customer retention rate, which we attribute some of this success to our ability to prove value through metrics. We have metrics based on specific products, as indicators of adoption and user satisfaction, for example:</p> <ol style="list-style-type: none"> 1. Total Number of Mobile Downloads 2. App Ratings and Reviews from the Google and Apple stores 3. Total Number of Collection Day Reminders, by Reminder Type 4. Total Number of Waste Wizard Views <p>All are measured as a total number, as a percentage of total households, are charted over time, and are benchmarked against like communities.</p>

71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	<p>We only keep data that is necessary to provide our service. We do not share data with any third parties.</p> <p>We collect and store customer data only as required. All user data is owned by the user, not by ReCollect. Thus, the user and customer have the right to their own data, even if it is created by ReCollect within ReCollect products.</p> <p>Please see the following excerpt of our privacy policy (https://policy.recollect.net/privacy):</p> <p>"Information that is gathered from visitors - In common with other websites, log files are stored on web servers, saving details such as the visitor's IP address, browser type, referring page and time of visit. For reminders, the subscriber's contact information, location and contact details will be stored on a server.</p> <p>How the information is used - The ReCollect service is operated by ReCollect Systems Inc. You are not obligated to provide any personal information in order to use the service. Any information submitted is used to provide the reminder service and to enhance the subscriber's experience when using the website by displaying personalized content. Email addresses will not be sold, rented or leased to third parties. Email may be sent to inform you of news of related services offered by our clients.</p> <p>Where the information is stored - All personal information collected for the purposes of ReCollect reminders is transmitted securely and only stored on ReCollect Systems Inc. servers, which are located in secure data centers in the United States of America. Information will be accessed only by ReCollect Systems Inc. or by employees or agents of ReCollect Systems Inc. and only for the purposes described above.</p> <p>Third-party policies - ReCollect uses services provided by Google Inc. ("Google"). The Google Maps API may be used to help find addresses and is used to display maps and calculate directions and distances to certain locations. ReCollect does not transmit contact information to Google (e.g. phone numbers, emails), but addresses entered into ReCollect may be used by Google services to perform location queries. Please review Google's Privacy Policy in order to understand how Google uses the data it collects.</p> <p>Data Ownership - ReCollect customers own their own data. Our legal agreements always place ownership of the operational and collected resident information with the customer.</p> <p>Data Retention - By default, ReCollect adopts an aggressive 90-day policy on data retention. ReCollect deletes any Personal or Operational data that is no longer in use after 90 days, and deletes Exhaust Data retained for auditing and debugging after 90 days. We are open to modifying the above to meet any additional City requirements.</p> <p>ReCollect is prepared to comply with any requests for custom data exports. These can be made by city administrators directly through the administrative dashboard or by ReCollect staff upon request."</p>
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72	Explain your organization's approach to data protection and access.	<p>Only ReCollect's Operations Staff has access to the data. They follow processes to ensure that all data is transmitted between systems securely, all ReCollect servers are updated and secured, and that automated testing processes protect against unauthorized access of sensitive data.</p> <p>ReCollect web services use HTTPS at all times. Passwords are stored in an encrypted form, using a salted bcrypt method. Cookies are secured using HMAC SHA1.</p> <p>ReCollect commits to directly contacting the designated officers/staff (such as a security officer) if it is determined and discovered that we have experienced a data breach. There is default language in our subscription agreement committing us to this.</p> <p>Based on independent assessment, ReCollect Systems Inc. is the only company in our market to have a robust security infrastructure. ReCollect receives an A+ grade from SSL Labs (https://www.ssllabs.com). This grade indicates that ReCollect protects its users against known security issues including recent well-documented risks (e.g.: Heartbleed, BEAST, etc.).</p> <p>ReCollect uses Cloud Computing environments from Amazon Web Services. As such, Our Security and Privacy Policy requires that any computer hardware owned by ReCollect use Full Disk encryption, any data transmitted must be over a secure TLS connection, Anti-Theft monitoring systems must be used, and our processes to decommission hardware requires us to wipe hard drives in accordance with our policies.</p> <p>We are highly aware of sensitivities around ownership of and access to data and will never share user (residents or city) data with any third parties, such as advertisers.</p>
73	Describe how your offering encourages increased participation in recycling and diversion programs.	<p>ReCollect's products are centered around improving participation in recycling and diversion programs. ReCollect's tools increase diversion by enabling our customers to provide education and outreach that includes relevant and timely information about 'what goes where'. In addition, ReCollect's tools help our customers reduce contamination by first harnessing the power of the data we collect about what items their residents frequently sort incorrectly. Our clients then use that data to create targeted communications campaigns to educate residents about the appropriate behavior. A wonderful example of success can be found in Kirkland Missouri where the city's contamination rate went from 15% to 6% after deploying ReCollect's tools.</p> <p>In short, by driving participation in recycling and diversion programs ReCollect's products help keep recyclable and dangerous goods out of the landfill by keeping residents educated, engaged and informed.</p>
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	<p>Yes, ReCollect's platform includes responsive web-based tools that embed in websites and also provide custom branded native Android / iPhone Apps.</p>
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	<p>ReCollect's design practices focus on digital integrated solutions that provide a simple, easy-to-use interaction.</p> <p>ReCollect's user experience experts are constantly monitoring how ReCollect's tools are being used and crafting both new features and improving existing features to improve ease of use and drive participation in recycling and diversion programs. This work also increases the longevity of the service as ReCollect releases these features in an ongoing manner, adding hundreds of improvements to the product every year.</p> <p>In addition, ReCollect conducts accessibility audits - to ensure everyone can use our tools regardless of ability - every year. ReCollect is the only fully accessibility compliant solution in the marketplace. Through this emphasis on creating integrated and accessible solutions, ReCollect's customers are able to transition away from the expensive and onerous process of printing and mailing calendars, resulting in reduced life cycle costs for education and outreach.</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

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

- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday April 13, 2021 16:10:45
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Tuesday April 13, 2021 16:17:10
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE or Related Certificates.zip - Tuesday April 13, 2021 16:18:07
- [Warranty Information](#) - Warranty Information - Sourcewell2021_SSA_Template.pdf - Tuesday April 13, 2021 16:18:50
- [Pricing](#) - Pricing.zip - Wednesday April 14, 2021 14:17:23
- [Upload Additional Document](#) - ReCollect_Product_Portfolio-_Sourcewell_2021.pdf - Tuesday April 13, 2021 16:21:31

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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