

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 03/21/16
FOR CITY COUNCIL MEETING OF 03/30/16

ISSUE:

18. Request for Approval of Procurement Under Cooperative Price Agreement – Twenty-Four (24) Eight Cubic Yard and Fifty-Six (56) Four Cubic Yard Front Load Refuse and Recycling Containers for Environmental Services Division; Wastequip MFG. Co. LLC. (Shirlene Sitton and Lawrence Garcia)

FINANCE COMMITTEE ACTION:

Approved as consent item.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR VILLAREAL	X		
COUNCILOR IVES	X		
COUNCILOR LINDELL	X		
COUNCILOR HARRIS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 3/2/16

ISSUE NO. 15

Request for approval to purchase twenty-four (24) eight cubic yard and fifty-six (56) four cubic yard front load refuse and recycling containers. Pricing was received via Cooperative Marketing Agreement. (Shirlene Sitton and Lawrence Garcia)

Public Utilities Committee – 3/2/2016
 Finance Committee – 3/21/16
 City Council – 3/30/16

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 3/21/2016 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

Date: March 2, 2016

To: Public Utilities Committee

Via: Shirlene E. Sitton, Environmental Services Division Director *SS*

From: Lawrence Garcia, Environmental Services Division Project Administrator *LG*

ITEM AND ISSUE:

The Environmental Services Division is requesting approval to purchase twenty-four eight cubic-yard, and fifty-six four cubic-yard front-load dumpsters via the HGAC-Buy National Government Procurement Service for a total expenditure of \$61,206.

BACKGROUND AND SUMMARY:

The Environmental Services Division must purchase front-load containers for everyday operations to accommodate new recycling accounts, to replace refuse containers that are beyond repair, and for general growth. Price quotes were received via HGAC-Buy National Government Procurement Service; the contract number is RH08-14 (Refuse Handling Equipment). Please see below for comparative dumpster pricing (not including freight or reinforcement charges):

Vendor	Size & Type	Quantity	Unit Cost	Total Cost
Wastequip	Four Yard	56	\$563.33	\$52,106
	Eight Yard Front-load Containers	24	\$856.66	
Waste Built Environmental Solutions	Four Yard	56	\$575.00	\$53,560
	Eight Yard Front-load Containers	24	\$890.00	

Prices are rounded to the nearest dollar and do not include re-enforcement cost or freight. Wastequip is the lowest base bid; freight and reinforcement charges total \$9,100. The total amount for this purchase is \$61,206. The funds for this purchase are available in business unit 52262.572400 (Inventory Exempt).

RECOMMENDED ACTION:

Environmental Services Division recommends approval to purchase twenty-four eight-yard and fifty-six four-yard front-load dumpsters from Wastequip Inc. for \$61,206.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Wastequip (HGACBuy)

Procurement Title: Commercial Front-Loading containers

Solicitation RFP/RFB#: N/A

Other Methods: State Price Agreement *Cooperative* *Sole Source* *Exempt* *Other*

Department Requesting/Staff Member Public Utilities/ Environmental Services/ Lawrence Garcia

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

SOLICITATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Project Beginning History (council requests etc) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

EVALUATION*

- | YES | N/A | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP, |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

*

AWARD*

YES N/A

- Fully executed Memo to Committees from the Department with recommendation of award
- Winning proposal (this is a copy that has all confidential/proprietary information excluded)
- Screen print of Contract Award Notice
- Screen print of Award Notice published on agency website
- Email or notification sent to all Bidders/Offerors that award was made
- Waiver or "No Action Taken" from Procurement Office
- Correspondence with Procurement Office regarding waiver
- If IFB and not awarded to lowest responsive, responsible bidder; written explanation
- Other: _____

DISCLOSURES

YES N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
- Contractor –Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor –Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: _____

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- Sole Source determination form approved by Procurement Officer
- Exempt determination memo approved by Procurement Officer
- Other: Current HGAC Buy Contract.

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

PROTEST (if applicable)*

YES N/A

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

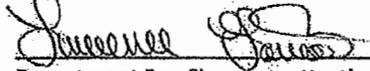
Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

Original bid(s) or proposal(s) with no redactions.
Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Lawrence Garcia ESD Project Administrator

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



Purchasing Officer attesting that all information is reviewed

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
WASTEQUIP MFG. CO. LLC
Statesville, North Carolina

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Wastequip Mfg. Co. LLC**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 841 Meacham Road, Statesville, North Carolina 28677.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Refuse Handling Equipment** Contract to become effective as of August 1, 2014, and to continue through July 31, 2016 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Refuse Handling Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Refuse Handling Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:RH08-14, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:RH08-14, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR .

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and

conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if

CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas:

[Signature]
Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas:

[Signature]
Deidre Wick, Director of Public Services
Date: July 2, 2014

Signed for Wastequip Mfg. Co. LLC Statesville, North Carolina:

[Signature]
Printed Name & Title: Stephen Svetik, CFO

Date: June 30, 2014

Attest for Wastequip Mfg. Co. LLC Statesville, North Carolina:

[Signature]
Printed Name & Title: Marya Jenkins, Bid/Contract Specialist

Date: June 30, 2014

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G: Steel Containers

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G: Wastebuilt

Manufacturer: Wastebuilt

Contractors: Wastebuilt Environmental Solutions; Norwood Equipment, Inc.; Waste Concepts, Inc.

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION	BASE UNIT PRICE
GA01	Wastebuilt Environmental Solutions: Model ROT 2240: 20-Yd Rectangle Roll Off	\$3,750.00
GA02	Wastebuilt Environmental Solutions: Model TOT 2242: 20-Yd Tub Roll Off	\$3,500.00
GA03	Wastebuilt Environmental Solutions: Model ROT 2260: 30-Yd Rectangle Roll Off	\$3,950.00
GA04	Wastebuilt Environmental Solutions: Model TOT 2268: 30-Yd Tub Roll Off	\$3,750.00
GA05	Wastebuilt Environmental Solutions: Model ROT 2280: 40-Yd Rectangle Roll Off	\$4,350.00
GA06	Wastebuilt Environmental Solutions: Model ACS-BTOT-40 YD: 40-Yd Tub Roll Off	\$4,100.00
GA07	Wastebuilt Environmental Solutions: Model OS 2254: 25-Yd Gasketed Sealed Door	\$5,200.00
GA08	Wastebuilt Environmental Solutions: Model OPB 2280: 40-Yd Octagon Compaction Receiver	\$6,500.00
GA09	Wastebuilt Environmental Solutions: Model RCA 1242: 15-Yd Recycle Roll-Off Box; 1 Internal Partition & 2 Sliding Doors Per Side	\$4,100.00
GA10	Wastebuilt Environmental Solutions: Model RCA 1442: 18-Yd Recycle Roll-Off Box; 1 Internal Partition & 2 Sliding Doors Per Side	\$4,430.00
GA11	Wastebuilt Environmental Solutions: Model RCA 1642: 20-Yd Recycle Roll-Off Box; 1 Internal Partition & 2 Sliding Doors Per Side	\$4,600.00
GA12	Wastebuilt Environmental Solutions: Model RCA 1842: 24-Yard Recycle Roll-Off Box; 1 Internal Partition & 2 Sliding Doors Per Side	\$4,800.00
GA13	Wastebuilt Environmental Solutions: Model RCA 2042: 28 Yard Recycle Roll-Off Box; 1 Internal Partition & 2 Sliding Doors Per Side	\$5,100.00
GA14	Wastebuilt Environmental Solutions: Model RCA 2242: 30-Yd Recycle Roll-Off Box; 1 Internal Partition & 2 Sliding Doors Per Side	\$5,400.00
GA15	Wastebuilt Environmental Solutions: Model FL2: 2-Yd Capacity Frontload; plastic lids	\$390.00
GA16	Wastebuilt Environmental Solutions: Model FL3: 3-Yd Capacity Frontload; plastic lids	\$510.00
GA17	Wastebuilt Environmental Solutions: Model FL4: 4-Yd Capacity Frontload; plastic lids	\$575.00
GA18	Wastebuilt Environmental Solutions: Model FL6: 6-Yd Capacity Frontload; plastic lids	\$710.00
GA19	Wastebuilt Environmental Solutions: Model FL6 FT: 6-Yd Capacity Flat Top Frontload; plastic lids	\$860.00
GA20	Wastebuilt Environmental Solutions: Model FL8: 8-Yd Capacity Frontload; plastic lids	\$890.00
GA21	Wastebuilt Environmental Solutions: Model FL8 FT: 8-Yd Capacity Flat Top Frontload; plastic lids	\$1,040.00
GA22	Wastebuilt Environmental Solutions: Model FL10: 10-Yd Capacity Frontload; plastic lids	\$1,025.00
GA23	Wastebuilt Environmental Solutions: Apartment/Stationary Mini Compactor Container: 2-Yard, Front load	\$1,700.00
GA24	Wastebuilt Environmental Solutions: Apartment/Stationary Mini Compactor Container: 3-Yard Frontload	\$1,950.00
GA25	Wastebuilt Environmental Solutions: Apartment/Stationary Mini Compactor Container: 2-Yard Rear load	\$2,200.00
GA26	Wastebuilt Environmental Solutions: Apartment/Stationary Mini Compactor Container: 3-Yard Rear load	\$2,500.00
GA27	Wastebuilt Environmental Solutions: Model LD0.5: 1/2 Yd Rock-N-Dumper, Light Duty, One Way Fork Lift Pockets, Chain for Retaining Hopper to Forklift, Latch Handle on Right Side, Self-Dumping Hopper	\$579.00
GA28	Wastebuilt Environmental Solutions: Model LD1.0: 1-Yd Rock-N-Dumper, Light Duty, One Way Fork Lift Pockets, Chain for Retaining Hopper to Forklift, Latch Handle on Right Side, Self-Dumping Hopper	\$714.00
GA29	Wastebuilt Environmental Solutions: Model LD1.5: 1 1/2 Yd Rock-N-Dumper, Light Duty, One Way Fork Lift Pockets, Chain for Retaining Hopper to Forklift, Latch Handle on Right Side, Self-Dumping Hopper	\$809.00



GB14	Wastequip: (159901T) 40 Yard Bathtub ROC Std Duty, 22' Long	\$4,987.41
GB15	Wastequip: (163375) 40 Yard Bathtub ROC Heavy Duty, 22' Long	\$5,495.21
GB16	Wastequip: (167411) 40 Yard Octagon Compactor Receiver, with 4 wheels Standard	\$6,469.61
GB17	Wastequip: (125541) 2 Yard Front Load Slant Nestable with 2 Pc Poly Lids	\$418.18
GB18	Wastequip: (129197) 2 Yard Front Load Slant Nestable Heavy Duty with 2 Pc Poly Lids	\$465.89
GB19	Wastequip: (125543) 3 Yard Front Load Slant Nestable with 2 Pc Poly Lids	\$501.41
GB20	Wastequip: (129199) 3 Yard Front Load Slant Nestable Heavy Duty with 2 Pc Poly Lids	\$550.13
GB21	Wastequip: (125544NE) 4 Yard Front Load Slant Nestable with 2 Pc Poly Lids	\$583.33
GB22	Wastequip: (129200) 4 Yard Front Load Slant Nestable Heavy Duty with 2 Pc Poly Lids	\$672.95
GB23	Wastequip: (125536) 6 Yard Front Load Flat 2-Door with 2 Pc Poly Lids	\$770.39
GB24	Wastequip: (129192) 6 Yard Front Load Flat Heavy Duty - 2 Door with 2 Pc Poly Lids	\$891.17
GB25	Wastequip: (125537) 8 Yard Front Load Flat 2-Door with 2 Pc Poly Lids	\$862.75
GB26	Wastequip: (129193) 8 Yard Front Load Flat heavy Duty - 2 Door with 2 Pc Poly Lids	\$1,005.87
GB27	Wastequip: (125540) 2 Yard Front Load Flat Nestable with 2 Pc Poly Lids	\$418.18
GB28	Wastequip: (129187) 2 Yard Front Load Flat Heavy Duty with 2 Pc Poly Lids	\$495.32
GB29	Wastequip: (125542) 3 Yard Front Load Flat Nestable with 2 Pc Poly Lids	\$503.44
GB30	Wastequip: (129198) 3 Yard Front Load Flat Nestable Heavy Duty with 2 Pc Poly Lids	\$571.45
GB31	Wastequip: (125533) 4 Yard Front Load Flat with 2 Pc Poly Lids	\$565.36
GB32	Wastequip: (129189) 4 Yard Front Load Flat Heavy Duty with 2 Pc Poly Lids	\$642.50
GB33	Wastequip: (125534) 6 Yard Front Load Slant WQ with 2 Pc Poly Lids	\$727.76
GB34	Wastequip: (129190NE) 6 Yard Front Load Slant Heavy Duty with 2 Pc Poly Lids	\$939.89
GB35	Wastequip: (125535) 8 Yard Front Load Slant with 2 Pc Poly Lids	\$858.66
GB36	Wastequip: (129191NE) 8 Yard Front Load Slant Heavy Duty with 2 Pc Poly Lids	\$1,027.18
GB37	Wastequip: 1.5 Yd side loader container with 2 Pc Poly Lids	\$410.08
GB38	Wastequip: (2-1136) 2 CY Side Load Container with 2 Pc lid	\$368.42
GB39	Wastequip: (2-1137) 3 CY Side Load Container with 2 pc lid	\$418.18
GB40	Wastequip: (2-1139) 4 CY Side Load Container with 2 pc lid	\$443.56
GB41	Wastequip: (2-1140) 4 CY Side Load Container Low Profile with 3 pc lid	\$513.59
GB42	Wastequip: T-1: 1-Yd rear loader container, 2 casters and poly lids	\$411.08
GB43	Wastequip: T-11/2: 1.5 Yd rear loader container, with casters and poly lids	\$445.59
GB44	Wastequip: T-2R: 2-Yd rear loader container, with casters and poly lids	\$458.78
GB45	Wastequip: T-2S: 2-Yd rear loader container, sloped with caster and poly lids	\$577.54
GB46	Wastequip: T-3: 2-Yd rear loader container, with casters and poly lids	\$669.90
GB47	Wastequip: T-4S: 4-Yd rear loader container, with casters and poly lids	\$904.37
GB48	Wastequip: T-4: 4-Yd rear loader container: no casters and poly lids	\$751.10
GB49	Wastequip: T-6: 6-Yd rear loader container: with poly lids	\$1,012.97
GB50	Wastequip: T-8: 8-Yd rear loader container: with poly lids	\$1,345.89

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H: Compactors and Balers

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H: Galbreath

Manufacturer: Galbreath
Contractors: Wastequip Mfg. Co., LLC

H-GAC PRODUCT CODE	BASE UNIT DESCRIPTION	BASE UNIT PRICE
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Attachment A
Wastequip Mfg. Co. LLC
Refuse Handling Equipment
Contract No.: RH08-14

Applicable items are the base unit (Form-D) items listed in the table below, as well any options priced in offeror's Form-E submittal. Each Base Unit line item below shall be turn-key functional systems, ready for operation upon delivery and shall be priced and equipped in a manner consistent with H-GAC's RH08-14 specification requirements.

HGAC PRODUCT CODE	PRODUCT DESCRIPTION	PRICE
GB01	Wastequip: (154439) 20 Yard Rectangular ROC Std Duty, 22' Long	\$3,818.43
GB02	Wastequip: (154293) 20 Yard Rectangular ROC Heavy Duty, 22' Long	\$4,128.01
GB03	Wastequip: (154159) 20 Yard Rectangular ROC XHD, 22' Long	\$4,717.72
GB04	Wastequip: (134029) 30 Yard Rectangular ROC Std Duty, 22' Long	\$4,139.17
GB05	Wastequip: (154234) 30 Yard Rectangular ROC Heavy Duty, 22' Long	\$4,482.24
GB06	Wastequip: (154241) 30 Yard Rectangular ROC XHD, 22' Long	\$5,226.24
GB07	Wastequip: (155254) 40 Yard Rectangular ROC Std Duty, 22' Long	\$4,722.80
GB08	Wastequip: (154693) 40 Yard Rectangular ROC Heavy Duty, 22' Long	\$5,220.15
GB09	Wastequip: (154248) 40 Yard Rectangular ROC XHD, 22' Long	\$5,981.40
GB10	Wastequip: (159897T) 20 Yard Bathtub ROC Std Duty, 22' Long	\$3,840.76
GB11	Wastequip: (163340) 20 Yard Bathtub ROC Heavy Duty, 22' Long	\$4,219.36
GB12	Wastequip: (159899T) 30 Yard Bathtub ROC Std Duty, 22' Long	\$4,225.45
GB13	Wastequip: (163361) 30 Yard Bathtub ROC Heavy Duty, 22' Long	\$4,686.26
GB14	Wastequip: (159901T) 40 Yard Bathtub ROC Std Duty, 22' Long	\$4,967.41
GB15	Wastequip: (163375) 40 Yard Bathtub ROC Heavy Duty, 22' Long	\$5,495.21
GB16	Wastequip: (167411) 40 Yard Octagon Compactor Receiver, with 4 wheels Standard	\$6,469.61
GB17	Wastequip: (125541) 2 Yard Front Load Slant Nestable with 2 Pc Poly Lids	\$418.18
GB18	Wastequip: (129197) 2 Yard Front Load Slant Nestable Heavy Duty with 2 Pc Poly Lids	\$465.89
GB19	Wastequip: (125543) 3 Yard Front Load Slant Nestable with 2 Pc Poly Lids	\$501.41
GB20	Wastequip: (129199) 3 Yard Front Load Slant Nestable Heavy Duty with 2 Pc Poly Lids	\$550.13
GB21	Wastequip: (125544NE) 4 Yard Front Load Slant Nestable with 2 Pc Poly Lids	\$563.33
GB22	Wastequip: (129200) 4 Yard Front Load Slant Nestable Heavy Duty with 2 Pc Poly Lids	\$672.95
GB23	Wastequip: (125536) 6 Yard Front Load Flat 2-Door with 2 Pc Poly Lids	\$770.39
GB24	Wastequip: (129192) 6 Yard Front Load Flat Heavy Duty - 2 Door with 2 Pc Poly Lids	\$891.17
GB25	Wastequip: (125537) 8 Yard Front Load Flat 2-Door with 2 Pc Poly Lids	\$862.75
GB26	Wastequip: (129193) 8 Yard Front Load Flat heavy Duty - 2 Door with 2 Pc Poly Lids	\$1,005.87
GB27	Wastequip: (125540) 2 Yard Front Load Flat Nestable with 2 Pc Poly Lids	\$418.18
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GB30	Wastequip: (129198) 3 Yard Front Load Flat Nestable Heavy Duty with 2 Pc Poly Lids	\$571.45
GB31	Wastequip: (125533) 4 Yard Front Load Flat with 2 Pc Poly Lids	\$565.36

GB32	Wastequip: (129189) 4 Yard Front Load Flat Heavy Duty with 2 Pc Poly Lids	\$642.50
GB33	Wastequip: (125534) 6 Yard Front Load Slant WQ with 2 Pc Poly Lids	\$727.76
GB34	Wastequip: (129190NE) 6 Yard Front Load Slant Heavy Duty with 2 Pc Poly Lids	\$939.89
GB35	Wastequip: (125535) 8 Yard Front Load Slant with 2 Pc Poly Lids	\$856.66
GB36	Wastequip: (129191NE) 8 Yard Front Load Slant Heavy Duty with 2 Pc Poly Lids	\$1,027.18
GB37	Wastequip: 1.5 Yd side loader container with 2 Pc Poly Lids	\$410.06
GB38	Wastequip: (2-1136) 2 CY Side Load Container with 2 Pc lid	\$366.42
GB39	Wastequip: (2-1137) 3 CY Side Load Container with 2 pc lid	\$418.18
GB40	Wastequip: (2-1139) 4 CY Side Load Container with 2 pc lid	\$443.56
GB41	Wastequip: (2-1140) 4 CY Side Load Container Low Profile with 3 pc lid	\$513.59
GB42	Wastequip: T-1: 1-Yd rear loader container, 2 casters and poly lids	\$411.08
GB43	Wastequip: T-1 1/2: 1.5 Yd rear loader container, with casters and poly lids	\$445.59
GB44	Wastequip: T-2R: 2-Yd rear loader container, with casters and poly lids	\$458.78
GB45	Wastequip: T-2S: 2-Yd rear loader container, sloped with caster and poly lids	\$577.54
GB46	Wastequip: T-3: 2-Yd rear loader container, with casters and poly lids	\$669.90
GB47	Wastequip: T-4S: 4-Yd rear loader container, with casters and poly lids	\$904.37
GB48	Wastequip: T-4: 4-Yd rear loader container: no casters and poly lids	\$751.10
GB49	Wastequip: T-6: 6-Yd rear loader container: with poly lids	\$1,012.97
GB50	Wastequip: T-8: 8-Yd rear loader container: with poly lids	\$1,345.89
HA01	Galbreath: 350HD Stationary Compactor: 3.5-Yd Loading Chamber	\$17,750.32
HA02	Galbreath: 350HDT Stationary Compactor: 3.5-Yd Loading Chamber	\$21,495.67
HA03	Galbreath: 450 Stationary Compactor: 4.5-Yd Loading Chamber	\$17,234.70
HA04	Galbreath: 450HD Stationary Compactor: 4.5-Yd Loading Chamber	\$19,494.09
HA05	Galbreath: 450HDT Stationary Compactor: 4.5-Yd Loading Chamber	\$24,210.80
HA06	Galbreath: 550HDTN Stationary Compactor: 5-Yd Loading Chamber	\$28,483.95
HA07	Galbreath: APC426: Pre-Crusher: 4-Yd	\$45,694.29
HA08	Galbreath: APC526: Pre-Crusher: 5-Yd	\$48,379.98
HA09	Galbreath: Packman PM6FS: 6-Yd Cylinder, Self-Contained Front-Loading Compactor; 0.83 Yd Loading Chamber	\$8,699.57
HA10	Galbreath: Packman PM6R: 6-Yd Cylinder, Self-Contained Rear-Loading Compactor; 0.83 Yd Loading Chamber	\$9,103.54
HF01	Wastequip: 245HD: Stationary Compactor; 2-Yd Loading Chamber; 48,000-56,500 Lb Ram Force	\$9,658.74
HF02	Wastequip: 245XHD: Stationary Compactor; 2-Yd Loading Chamber; 59,300-67,800 Lb Ram Force	\$11,071.62
HF03	Wastequip: 255HD: 17-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber	\$15,873.59
HF04	Wastequip: 255HD: 20-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber	\$15,952.76
HF05	Wastequip: 255HD: 25-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber	\$16,067.45
HF06	Wastequip: 255HD: 30-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber	\$16,380.07
HF07	Wastequip: 255HD: 35-Yd Cylinder, Self Contained Rectangular Roll-Off Compactor; 2-Yd Loading Chamber	\$17,021.55
HF08	Wastequip: 265X: Stationary Compactor; 2-Yd Loading Chamber; Twin Cylinder	\$10,498.15
HF09	Wastequip: 265XWQ: 20-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber	\$17,203.24
HF10	Wastequip: 265XWQ: 25-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber	\$16,741.41
HF11	Wastequip: 265XWQ: 30-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber	\$17,385.94
HF12	Wastequip: 265XWQ: 35-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber	\$18,387.74

HF13	Wastequip: 265XWQ: 38-Yd, Self Contained Octagonal Roll-Off Compactor; 2-Yd Loading Chamber	\$19,669.69
HF14	Wastequip: 345HD: Stationary Compactor; 3-Yd Loading Chamber	\$12,192.18
HF15	Wastequip: 365XSEE: 25-F Super Energy Efficient 25-YD Twin Cylinder, Self Contained Rectangular Roll-Off Compactor; 4-Yd Loading Chamber	\$22,499.51
HF16	Wastequip: 365XSEE: 30-F Super Energy Efficient 30-YD Twin Cylinder, Self Contained Rectangular Roll-Off Compactor; 4-Yd Loading Chamber	\$22,619.28
HF17	Wastequip: 365XSEE: 35-F Super Energy Efficient 35-YD Twin Cylinder, Self Contained Rectangular Roll-Off Compactor; 4-Yd Loading Chamber	\$23,711.42
HF18	Wastequip: 395XHD-7: Stationary Compactor; 3.5 Yd Loading Chamber	\$15,636.08
HF19	Wastequip: 445HD: Stationary Compactor; 4-Yd Loading Chamber	\$13,656.83
HF20	Wastequip: 445XHD-PC: Stationary Compactor Pre-Crusher; 4-Yd Loading Chamber	\$34,678.49
HF21	Wastequip: 645XHD-D: Stationary Compactor; 6-Yd Loading Chamber, Twin Cylinder	\$37,526.58
HF22	Wastequip: 645XHD-7: Stationary Compactor; 6-Yd Loading Chamber, 7" Cylinder	\$22,547.21
HF23	Wastequip: 645XHD: Stationary Compactor Pre-Crusher; 6-Yd Loading Chamber	\$21,207.41
HF24	Wastequip: 1000HD: Stationary Compactor; 10-Yd Loading Chamber	\$56,048.30
HF25	Wastequip: Accupak D600: 6-Yd Cylinder Front Load Compactor	\$9,642.50
HF26	Wastequip: Accupak D800: 8-Yd Cylinder Front Load Compactor	\$10,264.70
HF27	Wastequip: C33XAPT-Apartment Compactor: Compaction Force: 16,880 lbs	\$8,608.22
HF28	Wastequip: 6030HD Vertical Baler: Bale Size: 60" x 30" x 48"; up to 1,000 lb bales; Dimensions: 96"H x 80"W x 42"D	\$9,341.05
IA01	Galbreath: OS2242-3 Dewatering Shell-Sludge Container: 20-Yd; roll-off style rectangular bottom; perforated plate shell; expanded metal walls; rear door filter and drain	\$9,338.00