

**MASTER AGREEMENT #120324****CATEGORY: Plastic Refuse and Recycling Containers with Related Technology Solutions****SUPPLIER: The Prestwick Group, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Prestwick Group, Inc., W248 N5499 Executive Dr., Sussex, WI 53089 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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



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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

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

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

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

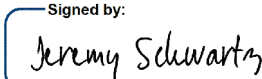
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

Sourcewell

The Prestwick Group, Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/1/2025 | 8:50 AM CDT

Signed by:  
  
 By: 9FFEFF733BA641F...  
 Corrie Mosley  
 Title: Business Development Manager  
 Date: 4/1/2025 | 8:48 AM CDT

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

---

## Vendor Details

Company Name: The Prestwick Group

Does your company conduct business under any other name? If yes, please state: Wisconsin

Address: W248 N5499 Executive Dr  
Sussex, Wisconsin 53089

Contact: Corrie Mosley

Email: cmosley@prestwick-group.com

Phone: 262-372-3895

Fax: 262-372-3895

HST#:

## Submission Details

Created On: Monday November 11, 2024 15:49:57

Submitted On: Tuesday December 03, 2024 15:30:28

Submitted By: Corrie Mosley

Email: cmosley@prestwick-group.com

Transaction #: 51359533-7066-4b1c-be7a-50068328f6f0

Submitter's IP Address: 74.218.70.210

---



## Specifications

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	The Prestwick Group, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Max-R	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI: RER8ZMBV4PK4	*
5	Provide your NAICS code applicable to Solutions proposed.	326199, 337122, 337126, 337127, 423490, 423910, 423990,	
6	Proposer Physical Address:	W248 N5499 Executive Dr. Sussex, WI 53089	*
7	Proposer website address (or addresses):	<a href="https://max-r.com/">https://max-r.com/</a> ; <a href="https://prestwick-companies.com/">https://prestwick-companies.com/</a>	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Corrie Mosley / Business Development Manager W248 N5499 Executive Dr Sussex, WI 53089 cmosley@max-r.com; cmosley@prestwick-group.com 262-372-3895	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Corrie Mosley / Business Development Manager W248 N5499 Executive Dr Sussex, WI 53089 cmosley@max-r.com; cmosley@prestwick-group.com 262-372-3895	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Luke Kuriga / Sales Director W248 N5499 Executive Dr Sussex, WI 53089 lkuriga@max-r.com; lkuriga@prestwick-group.com 262-372-3862	*

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

Line Item	Question	Response *
-----------	----------	------------

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>The Prestwick Companies began in 1997, founded by Matt Morse after discovering the potential of recycled plastic lumber for outdoor golf course furnishings. Initially operating under the name Great Lakes Golf Course Products in Wisconsin, the company focused on small on-course accessories before expanding to a wider range of property furnishings. In 2000, it diversified into non-golf markets with the creation of Great Lakes Specialty Products, later rebranded as Max-R, specializing in customized recycling bins.</p> <p>In 2007, the company became Prestwick Golf Group and moved to Oconomowoc, WI, broadening its reach into the hospitality industry with the sister brand, Prestwick Limited. By 2009, operations had relocated to Sussex, WI, adopting lean manufacturing principles. The company expanded further in 2017–2018 by adding Sister Bay Furniture Co. and Stirling Furnishings, enhancing its portfolio of outdoor and high-end furnishings.</p> <p>In 2021, Sister Bay Furniture opened its first retail store within a newly expanded Sussex campus. Despite the passing of Matt Morse in 2022, The Prestwick Companies continue his legacy, shipping over \$250 million in products to 65 countries and 12,000 customer properties. Now a leader in customized outdoor site furnishings, the company aims to become the premier global manufacturer of recycled plastic furniture.</p>	*
12	What are your company's expectations in the event of an award?	Max-R, The Prestwick Group, understands the scope of responsibilities outlined in the solicitation and is fully prepared to deliver quality services and products as per the agreed terms. We are committed to allocating the necessary resources, including skilled personnel, technology, and infrastructure, to ensure the successful execution of any project originating from this award. We expect a collaborative relationship, clear communication channels, and timely access to any necessary data or support to ensure project milestones are met effectively. We share the goal of delivering high-quality outcomes while maintaining efficiency and adherence to timelines. We are excited about the opportunity to contribute to this initiative and are committed to delivering exceptional value and achieving project objectives. Thank you for considering us for this opportunity.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Our company's strong financial foundation is supported by over 25 years of industry experience, during which we have partnered with leading organizations and destinations. We proudly serve 86 of the USA's 100 greatest golf courses, over 50% of MLB stadiums, and 46 PGA Tour stops. Additionally, we have established relationships with over 1,000 college campuses, Fortune 500 companies, and 883 top-rated destinations across 65 countries. Our commitment to sustainability is reflected in saving 3,450 tons of CO <sub>2</sub> , aligning our financial strength with environmental responsibility. These achievements highlight our ability to maintain consistent growth and deliver reliable, innovative solutions worldwide. See BMO Bank Reference Letter	*
14	What is your US market share for the Solutions that you are proposing?	<p>The Prestwick Group, Inc. dba Max-R, is a recognized small business manufacturer with a strong and established presence in the Venue/Arenas and Stadiums market sectors, where we hold a competitive market share. In these sectors, our solutions are trusted, preferred, and procured, demonstrating our ability to deliver high-quality, tailored solutions that meet complex needs.</p> <p>In other markets, such as Education, Government, Attractions, Hospitality and Foodservice/Retail, we are a growing contender, leveraging our reputation for innovation, exceptional service, and competitive pricing to expand our market presence. While our market share in these areas is not yet comparable to larger competitors, our trajectory indicates consistent growth, supported by strong customer testimonials and repeat business.</p> <p>We are confident that our solutions, combined with our personalized service and attention to detail, position us as a valuable partner for this project, regardless of the market size comparison.</p>	*
15	What is your Canadian market share for the Solutions that you are proposing?	We are in the early stages of entering the Canadian market and currently hold a small but growing share in this space. In the US Market we have established ourselves as a trusted leader with a significant share, serving over 12,000 customer properties. We bring this experience and commitment to quality as we expand into Canada. This RFP represents a strategic opportunity to introduce our solutions, build strong partnerships, and grow our presence in the market. While our current Canadian market share is limited, we are confident in our ability to deliver exceptional results and become a trusted partner in this region.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	There are none.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>The Prestwick Group, Inc. is known as a small business and manufacturer. We have established ourselves as a leader of customized outdoor site furnishings, our new goal is to be the premier manufacturer of recycled plastic furniture worldwide. The Prestwick Companies are driven by success and employee satisfaction through our contributions to achieving our goals.</p> <p>The Prestwick Group has a robust and multi-tiered approach to delivering products and services to customers through a combination of internal employees, remote sales representatives, and an extensive dealer network.</p> <p>Our sales and service force includes a dedicated team of approximately 200 full-time employees who are responsible for direct customer engagement, product demonstrations, and post-sale support.</p> <p>Employees undergo regular training to ensure they possess in-depth product knowledge and are equipped to deliver exceptional service.</p> <p>We collaborate with independent manufacturer's rep groups who act as an extension of our sales team in specific regions. These representatives are not direct employees but operate under long-term agreements that align with our performance expectations and service standards.</p> <p>Our products are made available through a network of authorized distributors, who manage to support customers in their regions. These distributors are independently owned but operate under strict agreements that ensure adherence to our brand guidelines and service policies.</p> <p>Our employees also work closely with our internal onsite design team, onsite engineers, and production staff to ensure consistent messaging, streamlined processes, and superior service delivery.</p> <p>All individuals representing The Prestwick Group, Inc.—whether direct employees or third parties—participate in standardized training programs that cover product details, service protocols, and customer engagement best practices.</p> <p>We maintain oversight through regular performance reviews, customer feedback loops, and periodic audits of third-party representatives and distributors to ensure alignment with our service commitments.</p> <p>This multi-tiered structure allows us to scale operations effectively, meet diverse customer needs, and deliver tailored customized solutions for any project proposed in the RFP.</p>
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>The Prestwick Group and our key partners hold the necessary licenses and certifications to ensure compliance, quality, and innovation in delivering the solutions proposed in this RFP. Below is a detailed outline:</p> <p><b>Material Supplier – GreenCircle Certification</b> Our material supplier holds GreenCircle Certification for their recycled plastic lumber, demonstrating compliance with rigorous environmental and sustainability standards. This certification assures that the materials meet the required recycled content specifications and environmental claims. (Certifications will be provided)</p> <p><b>Technology Partner – ISO Certification and Patents</b> Our technology partner is certified under ISO 9001:2015, a globally recognized standard for quality management systems, ensuring consistent product quality and customer satisfaction.</p> <p>The technology partner's hardware is protected by USA Patent #11335086, with additional patents pending in Canada, the European Union, Australia, New Zealand, Japan, Israel, South Korea, and India, signifying a commitment to innovation and proprietary technology.</p> <p><b>Company Compliance</b> The Prestwick Group, Inc. dba MAX-R maintains compliance with all relevant local, state, and federal regulations applicable to our manufacturing and service operations. These certifications and licenses underscore our dedication to sustainability, quality, and innovative solutions, ensuring that we meet or exceed the requirements of this RFP.</p>
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>There are none to our knowledge.</p>

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>The Prestwick Group is proud to have received numerous awards and recognitions that highlight our commitment to excellence, sustainability, and community engagement:</p> <p>Workplace Excellence: Ranked 10th in Milwaukee's 2024 Best Places to Work, demonstrating our dedication to fostering an outstanding work environment for our employees.</p> <p>Recreational Achievement: Our company-owned public golf course, Lac La Belle, has been: Ranked 6th among the Top 13 Best Public Courses in the country by Golf Digest 2024. Recognized in the Top 100 Most Fun Public Courses in the nation. Honored as one of the Most Fun Courses in Wisconsin.</p> <p>Sustainability Leadership: Recognized as an EPA WasteWise Endorser, reaffirming our commitment to reducing waste and promoting environmentally responsible practices. Participated as a moderator and speaker at the prestigious GSA (Green Sports Alliance) Trade Show, showcasing our thought leadership in green initiatives.</p> <p>Compliance and Standards: Fully qualified under both the Buy American Act and the Build America Buy American Act, ensuring our products and practices align with key federal requirements.</p> <p>These recognitions reflect our dedication to innovation, sustainability, and delivering exceptional value to our stakeholders.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	Currently, our government business represents approximately 5% of our total operations, primarily serving state and municipal entities as well as some National Parks. This RFP presents an opportunity to expand our presence in this sector and strategically grow our capabilities to support federal contracts. By leveraging our existing expertise and commitment to quality, we aim to enhance our contributions to government projects and become a trusted partner for a broader range of public sector initiatives.	*
22	What percentage of your sales are to the education sector in the past three years?	Currently, our Educational business represents approximately 20% of our total operations, primarily serving State Schools, Universities/Colleges, and High Schools. This RFP presents an opportunity to expand our presence in this sector and strategically grow our capabilities to support more private, public and independent school districts and institutions. By leveraging our existing expertise and commitment to quality, we aim to enhance our contributions to the education market and become a trusted partner for a broader range of public and private sector initiatives.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We are awardees of the UW Contract #22-5290 Architectural & Outdoor Products & Furniture, Waste & Recycling Containers, Texas GoodBuy Co-Op #24-25 4V000 Outdoor Furnishings: Tables/Benches/Bleachers/Receptacles/Racks as well as the E&I Contract RFP #683243 for Indoor and Outdoor Sustainable Furnishings.We are also an Avendra Approved Supplier. Supplier ID 14RU. We were previously on TexMas 17-7121 Outdoor Furniture, Waste & Recycling Bins and that will be our next goal to return to as an awardee along with landing a GSA Contract.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We were previously on GSA Contract GS-07F-0219W Schedule 73, several years ago. We are currently submitting a proposal for the VA IDIQ and looking to return to another GSA contract in 2025 upcoming year.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Rutgers University	Rebecca Garner	848.445.2530	*
Canton Township	John Szlinis	734.777.2348	*
San Diego State University	Jill Zufelt	619.594.0736	*

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

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

Line Item	Question	Response *
26	Sales force.	<p>The Prestwick Group, Inc. dba MAX-R is well-positioned to meet the needs of Sourcewell participating entities across the United States and Canada through our structured and dynamic approach to sales and service delivery. Our sales team consists of 25 full-time employees who operate through a combination of on-site and remote work, providing a broad geographic reach and the flexibility to address diverse customer needs. This team is strategically organized to serve key markets, ensuring targeted expertise and attention and often times will overlap by territories to assist other markets:</p> <p>Education: Dedicated team of 5 representatives.  Venues/Arenas/Convention Centers: 2-3 Dedicated Sales Representatives.  Attractions: 2 Dedicated Sales Representatives.  Hospitality: Team of 5 Sales representatives.  Government Markets: A dedicated team focusing exclusively on government-related projects, bids, solicitations and more.  Furnishings Sector: Managed by a specialized team under our Sister Bay Furniture brand, a part of the Prestwick Group of Companies.</p> <p>Our approach ensures an integrated overlap between sales and service functions. Sales representatives provide end-to-end project support, from initial consultation to post-sale engagement. We conduct on-site visits to better understand customer needs and provide tailored solutions. Consulting services are available to help customers navigate complex projects and identify optimal solutions.</p> <p>With this team and service model, we deliver consistent, high-quality support tailored to the unique needs of Sourcewell members. Our ability to deploy knowledgeable representatives across multiple markets and offer hands-on assistance ensures we exceed expectations in service and project execution.  This framework highlights our commitment to flexibility, expertise, and proactive customer engagement, making us an ideal partner for Sourcewell entities.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Nex-Terra was created in 2010 to serve as the distributor brand for The Prestwick Group. Alongside our distributor partners, such as RecycleAway, HDPPro, Waxie aka Brady Plus, Imperial Dade, Grainger, and more, we've brought the customized waste &amp; recycling solution to the rest of the marketplace.</p> <p>Vendor/customer relationships are the basis of successful business. Nex-Terra's purpose is to provide our distributor partners and their customers with access to the best customized waste &amp; recycling solutions and site furnishings available in the market. Thanks to our thick roots and familial relationships we're able to provide tailored solutions for orders as small as one planter box to thousands of waste &amp; recycle bins.</p>
28	Service force.	<p>The Prestwick Companies has partnerships with regional, national and global contractors who may operate on our behalf when TPC personnel is unavailable at the time needed or the expertise of our Production or Engineering staff is not required. TPC will resolve repairs necessary due to damage in transit or manufacturing defects.</p> <p>All TPC shipped products should be free from wear and tear. Shipping damages must be reported within 48 hours of shipment receipt. All receiving personnel should document any noticeable rips, holes or impressions seen on pallet wrapping or delivered boxes on the Delivery Receipt and take photos for reporting purposes. They should include one or two fully-encompassing photos, from 5ft-10ft back, to best showcase the placement of the damage and condition of the pallet itself. All supporting evidence will aid in lessening Customer Success inquiries and quicken a resolution.</p> <p>Service or repair required due to on-site damage, misuse, or a requested after-sale modification will be at the customer's expense. Standard pricing for parts and labor will apply, along with any additional travel or equipment charges incurred by TPC personnel or our partner contractor.</p>



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Your order requests will come in directly to the Market Sector Sales Director. You will then be connected to your personal Sales Representative, Account Manager or Business Development Manager. A list of these contacts per Market Sector has been provided in the addendum under SALES TEAM.</p> <p>The Proposer contact Corrie Mosley is your SourceWell Contract Contact as well as the Business Development Manager for all Government agencies for order processing. MAX-R of the Prestwick Group will handle all orders internally with our MAX-R team of sales representatives. Because we will offer a more competitive price than what is offered through our distribution channels we prefer to be the main contact on orders. Should the need arise where a member is also a part of the distribution channel the best offered pricing will be granted to that Channel ie SourceWell or participating distributor.</p> <p>You can call in or email your representative directly with your order. We can process a quote usually within 24-48 hours if not sooner. That sales representative will be working with you throughout the entire process until the product arrives on site and is confirmed to be acceptable. We have a dedicated team of CSR's (Customer Service Representative) and Sales Associates who will handle most of the invoicing, shipping, and closing information but work alongside our experienced sales staff. What will be needed for processing a quote for you will be the following: PLEASE IDENTIFY YOURSELF AS A SOURCEWELL MEMBER</p> <p>If you are a new customer we will need to create an account for you. We will need the following: Organization Name, Contact Name, Billing Address, Invoice contact name, email address and phone number, Shipping Address, Recipient Name, email address and phone number. Once your account has been created you can place your order or design your customized enclosure. We will need the Model/Series/ SKU Name, Quantity, Color, Capacity. If your specifications vary from the items listed on the price sheet, they will be considered a custom design. Discounts offered will still apply but pricing will vary based on the quantity and type of add-ons requested by the customer. These include but are not limited to: (header board, graphics, a vail or curved top, varying capacity streams or liquid diversion)</p> <p>Current Customers to place an order we will need: Model/Series/ SKU Name, Quantity, Color, Capacity. If your specifications vary from the items listed on the price sheet, they will be considered a custom design. Discounts offered will still apply but pricing will vary based on the quantity and type of add-ons requested by the customer. These include but are not limited to: (header board, graphics, a vail or curved top, varying capacity streams or liquid diversion)</p> <p>Once your Enclosure has been created, a quote bundle will be provided by your Account Personnel. This quote should include Your organization name, billing address, shipping address, terms, tax status, and products requested. Your products will be itemized line by line and discounts applied will also be reflected as a net savings line. Shipping quotes will be obtained based on location, quantity, etc. these costs will vary on location and shipping quantity. Shipping quotes are usually good for 30 days. You may or may not have a visual ideation of the products requested on your initial quote bundle. For customized enclosures or if requested a proof can be provided. If you approve of the details of the quote, you can sign off on the quote bundle and submit to your Account Personnel. They will then move the order into a Design Approval - Engineering Closing status where your Sales Associates will assist with next steps. You will always have access to your Account Representative should anything need to change. Once the orders have been moved into the Design Approval Status, usually within 24 - 48 hours you as the customer will receive a Sales Order Confirmation with the proof that was approved as well as the quote that was approved in PDF files.</p>
----	---	---



30	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Our Customer Success team is committed to providing exceptional service through a customer-centric approach, prioritizing responsiveness, quality, and continuous improvement. Each specialist brings over 15 years of experience in customer-focused roles, ensuring professional, personalized support to meet and exceed customer expectations.</p> <p>Key service pillars include proactive problem-solving, accountability, and transparent communication. Inquiries are acknowledged within 24 business hours, with cases typically resolved within 1 to 3 business days, depending on complexity and customer responsiveness. The team operates under clearly defined Service Level Agreements (SLAs) to ensure timely and efficient resolutions.</p> <p>Performance metrics such as response times, resolution averages, and activity levels are monitored weekly and monthly to maintain high standards. Achievements are shared with leadership for recognition and to foster continuous improvement. This structured, customer-focused process ensures the long-term performance and aesthetic appeal of TPC products while consistently delivering a superior service experience. We break it down as follows:</p> <ol style="list-style-type: none"> <li><b>1. Customer-Centric Approach</b> Provide prompt, professional, and friendly service at every touchpoint. Tailor solutions to meet individual customer needs and expectations. Actively listen to customer concerns and work collaboratively to resolve issues.</li> <li><b>2. Responsiveness</b> Acknowledge inquiries within 24 business hours. Prioritize urgent issues to ensure timely resolutions. Maintain clear and transparent communication throughout the service process.</li> <li><b>3. Quality Assurance</b> Deliver reliable, high-quality service that aligns with company standards. Regularly review and enhance processes to improve the customer experience. Provide detailed updates and documentation for service requests or repairs.</li> <li><b>4. Proactive Problem-Solving</b> Identify and address potential issues before they escalate. Offer practical and innovative solutions tailored to customer needs. Use feedback and data to prevent recurring issues and improve service efficiency.</li> <li><b>5. Accountability and Follow-Through</b> Take full ownership of customer concerns from start to finish. Follow up on all resolutions to ensure customer satisfaction. Deliver on all commitments made to customers in a timely manner.</li> <li><b>6. Continuous Improvement</b> Gather feedback from customers to refine and enhance service delivery. Stay updated on industry trends and best practices to improve performance. Train and develop staff to uphold service excellence.</li> <li><b>7. Collaboration and Transparency</b> Work closely with all departments to ensure seamless operations and service delivery. Keep customers informed of progress, timelines, and next steps. Provide accurate and honest information at all times.</li> </ol> <p><b>Response Times &amp; Incentive to Exceed Expectations</b></p> <p>Our Customer Success team works off of a case queue. Team members take ownership or are assigned cases within 2-12 business hours of case creation. Each case is acknowledged with answers, assurances, or follow-up questions within 24 business hours of creation.</p> <p>Each Customer Success Specialist has over 15 years of service, hospitality, administrative, or otherwise customer-centered experience. Pride in personable professionalism, the reward of helping others achieve, and ensuring long-term performance and the aesthetic appeal of TPC products are their personal drivers for success.</p> <p>Group KPIs such as response time, average time to resolution, and activity are monitored weekly and monthly. While each customer case is unique, there are several categories of classification they are assigned to, either upon opening or throughout the resolution process. Each case type has an expected SLA metric that can range between 1 to 7 business days, with most expected to be solved within 1 to 3 days. This assumes that all information is available or that the required responses from customers are received promptly.</p> <p>Team and individual performance is regularly recorded and announced to leadership for acknowledgment and transparency.</p>
----	--	--

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>The Prestwick Group as the MAX-R Brand is fully committed to providing high-quality products and services to Sourcewell participating entities across the United States and Canada. As a manufacturer, we have designed our operations and processes to ensure efficiency, responsiveness, and a strong customer focus.</p> <p>Our manufacturing facilities are equipped with state-of-the-art technology to produce durable and sustainable solutions. With a focus on quality and efficiency, we are capable of fulfilling large-scale orders while maintaining rapid turnaround times. We maintain a strong logistics network that ensures timely delivery of products to participating entities, regardless of location. Our partnerships with reliable carriers and distributors allow us to serve both urban and remote areas effectively. Our products are currently located in over 65 countries world-wide. We have the flexibility to adapt our manufacturing processes to create custom solutions that meet the specific needs of Sourcewell members, ensuring tailored products for unique projects.</p> <p>Our sales and service team is available to provide hands-on support, including on-site visits to assess project requirements and deliver personalized recommendations. We offer consulting expertise to help participating entities plan and execute their projects efficiently, leveraging our industry knowledge to ensure optimal results. We are committed to long-term partnerships, providing ongoing support for maintenance, troubleshooting, and additional needs post-purchase. We are also good at what we do and with our experience and knowledge we are able to create the enclosure that best fits your initiative, space or project.</p> <p>We are proud to align with the Sourcewell mission of delivering value to participating entities. Our team is trained to understand the specific procurement requirements of public-sector organizations, ensuring compliance and consistency in all transactions. By leveraging our manufacturing expertise, distribution capabilities, and customer-focused service approach, we are well-prepared and eager to meet the needs of Sourcewell members with reliability and excellence.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>The Prestwick Group, Inc. is a manufacturer with a strong presence in over 65 countries worldwide, including a well-established distribution network across North America, we are fully capable and eager to provide our products and services to Sourcewell participating entities in Canada. Our global infrastructure, combined with local expertise, ensures that we can meet the diverse needs of Canadian organizations efficiently and effectively.</p> <p>We have a dedicated team of professionals who are experienced in navigating the regulatory requirements, customs, and logistical considerations specific to Canada. Our extensive supply chain capabilities allow us to deliver products on time, regardless of the region within Canada, while maintaining the highest standards of quality and customer satisfaction.</p> <p>Additionally, we are committed to supporting the long-term success of our Canadian clients through responsive customer service, technical support, and comprehensive after-sales care. Our strong partnerships with distributors and service providers in Canada further enhance our ability to offer seamless product delivery and service.</p> <p>We are excited about the opportunity to collaborate with Sourcewell and the participating entities in Canada, ensuring they have access to our innovative products and world-class services. Our team is ready and fully equipped to assist with any inquiries or specific needs they may have, ensuring a smooth and successful partnership.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>We are committed to serving all geographic areas within the United States and Canada through the proposed agreement. While our primary operations are well-established in most regions, there may be certain remote or less accessible areas where logistical challenges could arise. However, we have the necessary flexibility and resources to address these challenges, whether through strategic partnerships, additional local distribution points, or customized delivery solutions.</p> <p>In the event of such challenges, we have a proven track record of adapting our operations to ensure we can fully service all Sourcewell members, regardless of location. Our global network, combined with our experience in managing complex supply chains, ensures that we are capable of providing timely product delivery and responsive service, even in more remote or underserved regions.</p> <p>In short, while certain regions may require additional coordination or specific logistical efforts, we are confident in our ability to meet the needs of all members across the United States and Canada.</p>	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>At this time, all Participating Entities under the proposed agreement will have access to our full suite of products and services. However, there are certain account types where some limitations might apply due to the specific nature of our offerings.</p> <p>Some government entities or agencies may require specific compliance measures that our standard offerings do not fully address. In these cases, we may need to make product modifications or ensure additional certifications are met before full access can be provided. For example, entities with heightened security clearance or specialized compliance requirements may have tailored solutions provided based on their specific needs.</p> <p>While we can serve most regions, certain remote areas or regions with specific trade regulations may pose logistical challenges that could delay or limit access to full services. In such cases, we will work closely with the affected Participating Entities to provide customized solutions and ensure access as soon as feasible.</p> <p>Some specialized services may only be available in certain regions or for specific types of entities (e.g., technical services or installation that require local expertise or resources). In such cases, we will work to ensure that Participating Entities are informed and supported through alternative solutions.</p> <p>In general, any limitations are temporary or specific to unique circumstances, and we are committed to working closely with all Participating Entities to ensure access to the highest quality of service possible.</p>
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Delivering or servicing members in Alaska and Hawaii, while both part of the United States, can present unique logistical challenges and requirements due to their geographical locations, infrastructure, and sometimes different regulations. Below are some potential requirements and restrictions we have accounted for that we may encounter when serving these areas:</p> <p>Alaska and Hawaii are geographically isolated from the contiguous U.S., meaning, access to certain regions in Alaska or Hawaii may be limited by available shipping routes, such as fewer cargo flights, reduced frequency of ferry services, or more limited road access. Shipping times for products may be longer. This could require adjusted lead times for delivery.</p> <p>Shipping costs to Alaska and Hawaii are generally higher than to mainland U.S. due to the distance, and in some cases, specialized carriers or air freight may be necessary. This could add a layer of cost to the pricing model.</p> <p>For Alaska, certain regions (especially rural or isolated locations) may have additional safety or logistical requirements for shipments, such as handling extreme weather conditions or specific certification for perishable goods. This could affect service agreements, as some remote areas may be harder to reach. Specialized services may also be required for these remote locations.</p> <p>The number of service centers, warehouses, or field technicians in Alaska or Hawaii may be lower than in mainland areas, which can affect response times for service, repairs, or support. In some cases, we may need to establish specialized agreements or rely on third-party providers for services such as installations, repairs, or maintenance.</p> <p>The Prestwick Group, Inc. will be proactive in communicating the expected timelines, costs, and any possible service limitations for members in Alaska and Hawaii. Transparency will help set expectations and minimize frustrations. We also monitor weather conditions as both Alaska and Hawaii both have their own unique weather conditions that could pose service or logistical challenges.</p> <p>We will factor in extra time for deliveries, and explore options working with trusted local partners in Alaska and Hawaii to minimize delays and offer faster response times.</p> <p>We are committed to ensure that our products and services are equipped to handle the unique challenges of these locations, including packaging, transportation, and any additional certifications or compliance requirements that may apply.</p>

36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>We are committed to supporting non-profit organizations and are willing to extend favorable terms for products and services ordered. For non-profits that may not have traditional credit histories, we are open to considering alternative, "out of the box" methods to verify their ability to pay. This could include providing financial documentation, demonstrating consistent revenue sources, or offering other innovative proof of their financial reliability. Our goal is to ensure that non-profits have access to the resources they need, while also maintaining a responsible approach to risk management.</p> <p>We are flexible and willing to work with non-profit organizations on a case-by-case basis to accommodate their unique financial situations, ensuring a mutually beneficial partnership.</p>	*
----	---	---	---

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing strategy for promoting this opportunity is multi-faceted, leveraging a combination of direct digital outreach, social media engagement, and personalized communications. These methods allow us to reach a broad yet targeted audience effectively. Specifically, we employ the following strategies:</p> <p>We utilize segmented email lists to send targeted messages to potential customers, ensuring that the right audience receives the most relevant information about the opportunity. Our email campaigns are personalized, well-crafted, and designed to address the specific needs and interests of different groups within our database, driving engagement and action.</p> <p>LinkedIn serves as a key platform for connecting with decision-makers and professionals within industries that are likely to benefit from our products and services. We use other social media platforms as well. We engage through both organic content (such as posts, articles, and updates) and targeted messaging campaigns. By identifying key contacts and nurturing relationships with personalized outreach, we can ensure that our offerings are introduced directly to the right individuals within relevant organizations.</p> <p>To complement our digital efforts, we use call outreach as a proactive approach to reach potential customers. Our sales team is trained to conduct insightful conversations, identify specific needs, and present tailored solutions. This approach allows us to engage potential clients who may not yet be aware of the opportunity and provides a personal touch that digital channels cannot always replicate.</p> <p>Together, these strategies create a robust marketing framework that maximizes our visibility, engagement, and conversion rates, ensuring that this opportunity is communicated effectively to the right audience.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We leverage a range of advanced technologies and digital data analytics to enhance the effectiveness of our marketing efforts and ensure that we are reaching and engaging the right audience. Specifically, we utilize the following tools and strategies:</p> <p>We use ZoomInfo's robust database and intelligence platform to gather accurate, real-time contact information and company profiles. This enables us to identify key decision-makers, understand their business needs, and engage with prospects more effectively. ZoomInfo's data helps us personalize our outreach and ensure we are targeting the most relevant audiences.</p> <p>We continuously analyze data trends in our target markets to understand shifts in customer behavior, industry dynamics, and emerging opportunities. By leveraging historical and real-time data, we can identify patterns, optimize our marketing strategies, and refine our messaging to stay ahead of the competition.</p> <p>Our team uses market data trend analysis to monitor changes and developments within our industry and across relevant sectors. By keeping a pulse on market trends, we can adjust our campaigns to address the evolving needs of our customers, ensuring our marketing remains timely, relevant, and impactful.</p> <p>We track and analyze engagement metrics from multiple channels—email, social media, and website interactions—to gauge the effectiveness of our campaigns. This includes measuring click-through rates, conversions, and social media interactions. Insights gained from engagement metrics allow us to continually optimize our campaigns, ensuring that we're maximizing reach and driving the desired actions.</p> <p>Through tools like Google Analytics and other website tracking technologies, we gather data on website traffic, user behavior, and conversion rates. This data allows us to refine our digital presence, optimize landing pages, and improve user experience to better meet the needs of our target audience.</p> <p>By combining these technologies and data-driven insights, we are able to make informed decisions, personalize our marketing efforts, and continually improve our strategies to enhance customer engagement and drive measurable results.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, Sourcewell's role in promoting agreements arising out of this RFP is primarily as a facilitator and resource provider, connecting qualified vendors with public entities across the U.S. and Canada. We understand that Sourcewell's responsibility is to ensure that participating entities have access to pre-vetted solutions and streamline the procurement process, making it easier for organizations to access products and services at competitive rates. While we assume that Sourcewell will not provide promotional materials, their endorsement and the Sourcewell-awarded agreement will serve as a strong validation of our capabilities, significantly enhancing our credibility with potential clients.</p> <p>We plan to integrate a Sourcewell-awarded agreement into our sales process by leveraging the recognition and authority that comes with the Sourcewell partnership. Once awarded the agreement, we will promote it as a case study on our website, showcasing the benefits and value we bring to Sourcewell members. Additionally, we will highlight the Sourcewell-awarded agreement across our social media platforms to reach a broader audience and generate interest among other potential customers. We see the Sourcewell endorsement as an important tool to build trust with new leads, and it will be incorporated into our sales outreach and engagement strategies, positioning us as a trusted vendor for public entities.</p> <p>By using Sourcewell's award as a case study and integrating it into our marketing and sales communications, we aim to drive awareness, foster credibility, and expand our reach within Sourcewell's network.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>At present, our solutions are not available through an e-procurement ordering process. Instead, we focus on providing a highly customizable and tailored approach to meet the specific needs of our customers. This one-on-one interaction allows us to collaborate closely, ensuring clarity, avoiding delays, and addressing unique requirements effectively—qualities that are especially valued by our governmental and educational clients.</p> <p>While we do not currently offer an e-procurement option, we recognize its potential to streamline procurement processes and are actively exploring the possibility of incorporating such a system in the coming years. We are committed to continually improving our services to best support our clients' needs, now and in the future.</p>	*

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

Line Item	Question	Response *
-----------	----------	------------

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>For our enclosures, The Prestwick Group, dba MAX-R provides comprehensive training and resources to support Sourcewell participating entities in the effective use and maintenance of our products. Our training programs which have instructions included on every quote delivered:</p> <p>Resin Care Instructions: Standard training is provided to ensure proper handling, care, and maintenance of resin materials to maximize product longevity and performance.</p> <p>Recycled Plastic Maintenance: Detailed guidance on maintaining recycled plastic materials, emphasizing best practices to uphold durability and aesthetic appeal.</p> <p>Factory Plant Tours: At the member's discretion, we offer plant tours to provide a hands-on, in-depth understanding of our manufacturing processes, sustainability practices, and product quality assurance.</p> <p>All training and instructions are conducted by our knowledgeable team members, ensuring accurate and reliable information. These services are offered at no additional cost to Sourcewell members. Our goal is to empower participating entities with the tools and knowledge needed to optimize their investment and extend the lifecycle of our products.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>The Prestwick Group is dedicated to innovation, growth, and sustainability, leveraging advanced technologies to deliver exceptional products and solutions to our customers at over 12,000 properties. Our commitment to environmental stewardship is exemplified by the purity of our Forever-nu Lumber, which can be recycled indefinitely. To further promote sustainability, our manufacturing team collects all scrap material to be repurposed for future products, and we use SFI Certified paper in our offices to support sustainable forest management.</p> <p>Our manufacturing processes incorporate state-of-the-art automation and robotics across factories, assembly lines, and graphics/CNC machining, enabling us to produce high-quality products efficiently. While we do not use 3D printing for large-scale production to minimize waste, we strategically employ 3D printing to create precise models for sales and marketing purposes. Additionally, we utilize IoT technology to optimize production processes and implement predictive maintenance on machinery, ensuring seamless operations and reduced downtime.</p> <p>Our patented technologies further underscore our commitment to innovation and operational excellence. One of our groundbreaking innovations integrates visual and audible cues to guide and educate consumers in real-time, fostering greater awareness, reducing errors, and minimizing contamination. Another patented process leverages real-world data sets to train artificial intelligence (AI) systems, enhancing the accuracy and reliability of AI vision models for diverse applications.</p> <p>By combining adaptive processes, cutting-edge technology, and a commitment to sustainability, The Prestwick Group transforms innovative ideas into reality, delivering tailored solutions that meet the evolving needs of our customers while advancing environmental and operational efficiency.</p>



43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>The Prestwick Group, DBA MAX-R uses Forever-nu Lumber, a 100% recyclable material, in the production of our products. The plastic lumber we source is manufactured by Tangent. This not only ensures the durability and longevity of our items but also supports the circular economy by allowing products to be recycled indefinitely. Additionally, all scrap material from our manufacturing process is repurposed, reducing waste and conserving resources. That lumber meets USBGC LEED requirements. The USGBC is the US Green Building Council: USGBC accelerates and scales transformation of the built environment to minimize climate impacts and enhance the well-being of people, the environment and communities worldwide.</p> <p>The Prestwick Group, DBA MAX-R is also a Wastewise Endorser, which is governed by the EPA (Environmental Protection Agency) promoting recycling in a number of organizations and communities.</p> <p>Our factories incorporate energy-efficient machinery and processes, reducing the carbon footprint of our production operations. We actively monitor and improve energy consumption across our facilities to minimize environmental impact.</p> <p>Each year, Tangent (our material supplier) recovers millions of pounds of plastic and transforms it into our recycled plastic lumber. We demonstrate accountability to our customers by partnering with GreenCircle Certifications, a third-party firm that audits and provides annual certification of our environmental claims. These certifications verify our compliance with all Federal Trade Commission (FTC) Green Guidelines, allowing us and our customers to move forward with confidence in our materials. GreenCircle Certified has officially been accredited by the ANSI National Accreditation Board (ANAB).</p> <p>The American National Standards Institute (ANSI) is a private, non-profit organization that manages and supervises the U.S. voluntary standards and conformity assessment system. The ANSI National Accreditation Board (ANAB) is a non-governmental organization owned by ANSI. ANAB “certifies the certifier” by offering accreditation services to organizations in the public and private sectors.</p> <p>In addition to our manufacturing processes, we promote sustainable practices within our offices. We use SFI Certified paper for order processing and administrative tasks to support responsible forest management and reduce the environmental impact of our paper usage.</p> <p>We are dedicated to collaborating with environmentally responsible organizations, including certified green suppliers, to advance our sustainability objectives. Our participation in environmental certifications and programs further underscores our efforts to minimize our carbon footprint and overall environmental impact.</p> <p>Through these initiatives, we demonstrate our unwavering commitment to sustainability and environmental stewardship, fostering meaningful progress in our operations and delivering eco-conscious solutions to our customers.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The material we source for our enclosures is sourced locally within 200 miles from our manufacturing plant. The material is made from post consumer and post industrial recycled material. All of which meet USGBC LEED requirements. In addition to that our supplier uses environmentally friendly processes that produce minimal greenhouse gases. A copy of the certified material will be included in the addendum under Certifications.</p> <p>Our partnered technology supplier carries an ISO/IEC27001 certification.</p>
45	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>Our company stands out in the industry by offering unparalleled customization capabilities to Sourcewell participating entities. Unlike competitors, we specialize in building to order, allowing us to tailor every product to meet the unique requirements of each customer.</p> <p>Whether it’s incorporating a specific logo, design, dimensions, or application use, our solutions are fully customizable to reflect the identity and needs of your organization. This flexibility ensures that every product is not only functional but also aligns with your branding and operational goals.</p> <p>Our ability to deliver truly bespoke solutions, coupled with our commitment to quality and attention to detail, sets us apart in the industry and makes us an ideal partner for Sourcewell members looking for unique, purpose-built products.</p> <p>Our technology partner’s user interface (UI) is customized for each venue where systems are deployed, and the content, which is controlled by you, managed by you or outsourced to SmartSort for management, is distributed uniquely to each system, for both non-interactive content playing during operations and interactive content played after the AI computer vision model detects a waste item.</p>

46	Describe advancements reflected in the equipment or products offered such as safety, longevity or life cycle cost measures.	<p>The advancements in Max-R's waste and recycling receptacles reflect our dedication to safety, longevity, and life cycle cost efficiency. Our products are crafted from sustainable, long-lasting materials, including our proprietary Forever-nu Lumber, which is 100% recyclable and designed to minimize the need for replacement. By utilizing premium construction methods and time-tested manufacturing techniques, our receptacles are built to endure high-traffic environments with minimal on-site maintenance, reducing operational costs over time.</p> <p>Our receptacles are also designed with safety and security in mind. Their substantial weight ensures stability, preventing them from being displaced in heavy winds. For added safety and security, our products can be mounted or anchored to concrete structures, providing additional stability in public or high-traffic areas.</p> <p>Furthermore, we offer the option of locked custodial doors, ensuring controlled access for waste management personnel and deterring unauthorized tampering.</p> <p>Our forward-thinking designs include interchangeable parts, allowing for future updates or rebranding without requiring complete product replacement. This adaptability ensures our products remain functional and aligned with evolving needs, extending their life cycle and maximizing return on investment.</p> <p>Additionally, the majority of our receptacles are shipped fully assembled and ready to use, streamlining deployment and mitigating delays caused by on-site assembly or staffing shortages. To further our commitment to sustainability, we repurpose all scrap material from manufacturing for future products, creating a closed-loop system that aligns with environmental stewardship goals.</p> <p>Max-R provides a limited 3-year warranty against defects in workmanship and a 25-year warranty against rot, splintering, decay, and structural damage from termites or fungi under normal use. Warranties are conditioned upon proper installation, use, and maintenance, and do not cover unauthorized modifications, normal wear and tear, or suitability for specific purposes. Should a defect occur within the warranty period, Max-R will repair or replace the product, ensuring long-term performance and reliability.</p> <p>These advancements collectively ensure that Max-R products deliver exceptional durability, safety, security, cost efficiency, and sustainability for long-term performance in any setting.</p> <p>Our technology partner, SmartSort AI, offers comprehensive warranty and installation support to ensure a seamless experience. The Traditional Procurement package includes a 12-month hardware warranty, while the Full Subscription package extends the warranty to 36 months.</p> <p>SmartSort AI's expert team handles the installation of all technology and hardware, ensuring software is fully operational and hardware is securely attached to the selected enclosure. To streamline the process, most enclosures are pre-fabricated with pre-drilled holes specifically designed to accommodate the technology. This thoughtful design minimizes installation time, reduces potential delays, and eliminates unnecessary frustrations, delivering a hassle-free setup for our customers.</p>
47	Describe your organization's approach to the collection, storage, usage, ownership, protection, access, and rights of customer data that is gathered in the normal course of doing business.	<p>Our organization prioritizes the responsible collection, storage, and protection of customer data, adhering to industry best practices to ensure security and privacy. We utilize Salesforce and NetSuite as our primary platforms for managing customer relationships and business operations, providing robust and secure environments to handle information effectively.</p> <p>Customer data is collected through legitimate and transparent means, ensuring that only necessary and relevant information is obtained to facilitate business operations and enhance customer experiences.</p> <p>Data is securely stored within Salesforce's and NetSuite's cloud-based infrastructures, both of which comply with leading security standards and certifications, including ISO 27001 and SOC 2. Access to data is restricted to authorized personnel only, based on their role and business requirements.</p> <p>Customer data is used exclusively for the purposes of providing services, improving offerings, and maintaining effective communication. We strictly adhere to data usage policies and applicable regulations, such as GDPR or CCPA, to prevent misuse.</p> <p>Customers retain ownership of their data. We act as stewards of this information, ensuring it is handled responsibly and in line with customer expectations.</p> <p>Both Salesforce and NetSuite employ advanced security measures, including encryption, regular audits, and real-time threat monitoring, to safeguard customer data. Our team is trained to uphold stringent data protection protocols and respond swiftly to potential risks.</p> <p>Customers have the right to access, update, or request the removal of their data, in accordance with applicable laws. Requests are handled promptly and transparently to maintain trust and compliance.</p> <p>By leveraging the secure and efficient platforms of Salesforce and NetSuite, we maintain a high standard of data integrity and protection, fostering confidence among our customers and partners.</p>

48	Describe how your offering encourages/facilitates increased participation and efficiencies in recycling and diversion programs.	<p>The Prestwick Group, dba MAX-R trash receptacles are specifically designed with restrictive openings and enlarged, bright symbols to enhance waste diversion and streamline recycling and sustainability efforts. The restrictive openings are tailored to accept only specific waste streams—such as bottles, cans, paper, or compost—reducing cross-contamination and encouraging proper disposal behaviors. The prominently displayed, brightly colored symbols provide clear, intuitive visual cues that make it easier for users to identify the appropriate receptacle at a glance, even in high-traffic or fast-paced environments. Each receptacle has the ability to have additional visuals and headers attached to a customized header for even more instructions or visual cues.</p> <p>We support multiple waste diversion initiatives with customizable solutions, including options for liquids, waste, recycling, landfill, and compost. These versatile designs ensure compatibility with a wide range of programs, enabling organizations to meet their unique sustainability goals.</p> <p>By prioritizing ease of use and clarity in our receptacle designs, we facilitate increased participation in recycling and diversion programs. This results in higher compliance rates, improved sorting accuracy, and greater operational efficiency. Our solutions empower organizations to create cleaner, more sustainable environments while promoting responsible waste management practices.</p> <p>The technology partner we use also has their own initiative to further assist and educate for increased participation. SmartSort realizes the three fundamental market problems with sustainability are contamination, cost, and venue specific waste item education. Which items go where – compost, reuse, recycle, or waste – if you will. SmartSort's patented technology visually detects which waste items are in a person's hand, hands, or tray, and visually associates a visual cue card for each waste item educating the consumer to where they should deposit the waste item. Black for waste, green for compost, blue for recycling, and a customer color, per venue, for the reuse waste stream. The technology also activates LED lights and an audible signal per each waste stream, to assist the consumer with proper placement of materials. This entire process is patented and protects the consumers privacy data and the materials proper placement for increased diversion and reduced contamination, all while generating revenue for non-interactive and interactive content.</p>	*
49	Identify if your offered technology solutions are available through mobile device applications and with which operating systems they are compatible.	For the technology piece, the dashboard to access the Material Information Exchange is a Microsoft EDGE web browser, and as such is responsive and compatible with all Smartphone operating systems.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*

52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*
56		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The State of Wisconsin does not require you to apply for certification as a Small Business but they do suggest that you register with Sam.gov as well as the SBA and other small business administrative websites to further promote your small business status.</p>	*

57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>While we are not currently eligible for certifications beyond our status as a Small Business, we actively leverage our designation to access resources and opportunities. We work closely with our local APEX Accelerator and Procurement Office to maximize support and explore additional avenues for growth as a certified Small Business in the State of Wisconsin.</p> <p>To further our impact, we are actively exploring partnerships with diverse and certified suppliers or distributors. These collaborations aim to enhance our buying power while fostering mutual growth and expansion into new markets. By partnering with other businesses, we strive to encourage innovation and strengthen our presence across a wider range of industries.</p>	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	<p>We have several options for terms and payment options. If a down payment is required our Accounting team will send you an invoice within 3-5 business days of approving your order confirmation. You will need to make any necessary payments at that time. Prompt response and payment will help ensure timely completion of your order. Down payments will be required if:</p> <p>You're a new customer            Existing customer that has not ordered with us in 5 years            The terms are not Net 30.            The order is over \$5,000.</p> <p>If your payment terms are Prepay, full payment will be needed prior to production on your initial order.</p> <p>For existing customers, orders under \$5,000 payment will be billed net 30. Orders between \$5,000 - \$20,000 require 50% down payment due prior to production. Orders \$20,000 and up have terms of ½ down payment due prior to production. The remaining balance will be billed net 30.</p> <p>For customers with a unique credit history each case will be evaluated by our senior level management and C-Level team to determine the appropriate terms for the customer.</p> <p>When an order is placed and after all necessary artwork and design approvals are received, it will be assigned a Scheduled Production Date. You have to submit payment so you don't lose your assigned date in our production schedule. If payment has been received, production will begin. If we have not received payment prior to your Scheduled Production Date, your order will be placed on hold until your payment is received. Once payment is received, your order will be scheduled for production accordingly and assigned an Estimated Ship Date.</p> <p>A breakdown of these terms and explanations are provided on every Sales order Confirmation.</p>



60	Describe any leasing or financing options available for use by educational or governmental entities.	While we do not offer formal leasing or financing options, we provide flexible payment terms and are committed to working collaboratively with educational and governmental entities to accommodate special circumstances. Our goal is to develop solutions that meet the unique financial needs of our customers while maintaining a seamless and supportive experience.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Our Quote Bundle provides a comprehensive breakdown of the customer's order, including pricing, payment terms, legal disclaimers, maintenance instructions, resin care guidelines, and more. It ensures clarity and transparency throughout the ordering process, addressing key details to eliminate uncertainties.</p> <p>Each quote outlines specific payment terms tailored to the customer's inquiry, with a detailed description included in the addendum pages following the visual ideation of the proposed order. This section also highlights the steps required for order release into production, keeping customers informed about the status of their orders.</p> <p>The bundle also provides shipping details, including examples for various order sizes and information on potential additional costs, such as liftgate services or driver assistance. This serves as a valuable reminder for customers and sales staff to discuss any necessary extras that may not be included in the initial itemization.</p> <p>To enhance convenience, we include a QR code linking to a dedicated resource hub with answers to frequently asked questions, care and maintenance recommendations, and brief shipping information.</p> <p>Additionally, each quote features a legal disclaimer underscoring The Prestwick Group dba MAX-R's commitment to maintaining brand integrity and intellectual property as a leader in the industry.</p> <p>For orders involving recycled plastic, the quote includes guidance on resin protection and maintenance, ensuring customers are well-informed about product care.</p> <p>Once a customer approves the quote, it can be signed to initiate the process. A final proof will be provided for reference, followed by a Sales Order Confirmation sent to the primary contact for approval. Once confirmed, an invoice will be issued. If needed, a Pro Forma Invoice can be created at any stage between approval and the closing status to facilitate smooth processing.</p>	*
62	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?	P-Cards are accepted but there will be a 2% processing fee that is not covered by The Prestwick Group and will need to be covered by the Sourcewell member.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	The pricing model that I have provided includes a How-To Order instruction. There will be a section for each "model/series" which will include the SKU, Capacity, Dimensions, Weight, BASE LINE Pricing, Pricing with Quantity Discount Pricing, Canadian Dollar Pricing along with the Discount Quantity Pricing. There is pricing provided for all Series with and without the technology as we have learned not all members will want the technology piece. The pricing schedule is provided in the addendum.	*
64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quantity pricing is tiered for all models without technology. For Quantities of 1-10 there is a 20% discount. For Quantities of 11-20 there is a 22.5% discount. Quantities of 21-49 will yield a 27% discount and quantities of 50 or more will yield a 30% discount. For technology included enclosures we started with a heavily discounted base price that will start around the 25-27% discounted rate. This is due to the costs associated with the technology and limited quantities that this usually generates. We want to extend the best pricing possible to the SourceWell members.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	As stated previously our discounts are volume/quantity based combined with a tiered percentage discount. Quantity pricing is tiered for all models without technology. For Quantities of 1-10 there is a 20% discount. For Quantities of 11-20 there is a 22.5% discount. Quantities of 21-49 will yield a 27% discount and quantities of 50 or more will yield a 30% discount. For technology included enclosures we started with a heavily discounted base price that will start around the 25-27% discounted rate. This is due to the costs associated with the technology and limited quantities that this usually generates. We want to extend the best pricing possible to the SourceWell members.	*



66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our approach to pricing customized items sourced from external vendors is typically based on cost, with a minimal markup applied when necessary. Markup percentages are determined by several factors, including the quantity of the proposed order, the customer's historical purchasing patterns, the potential for future business, or the scope of phased projects that ensure ongoing collaboration. This approach allows our sales representatives the flexibility to extend additional savings to Sourcewell members, fostering long-term partnerships and delivering exceptional value.	*
67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>We cannot account for each individual tax or tax-exempt customer without knowing their status in the submittal. We also cannot guarantee shipping costs outside of a 30day window which is why we have not included shipping or taxes on the pricing structure submitted. We also have not accounted for any additional "white glove" service as that extra is dependent on each customer and their circumstances and order specifications.</p> <p>Our "white glove" service is tailored to meet each customer's unique circumstances, which may result in variations in pricing from one order to the next. We are dedicated to delivering exceptional service and ensuring pricing aligns with the level of care provided. To achieve this, we source multiple quotes from reputable brokerage firms specializing in these types of services.</p> <p>Additional costs may include, but are not limited to:</p> <p>Delivery appointments: \$75  Pallet charges: \$150  Liftgate service: \$100  Driver assistance: \$190  Limited access locations: Starting at \$75</p> <p>To provide accurate and fair pricing, we gather detailed information about each customer's specific requirements and collaborate with our procurement team to calculate a customized cost that best meets their needs. This personalized approach ensures our customers receive both exceptional value and service. We also seek quotes from multiple providers to ensure the most competitive pricing for service provided extras as well as shipping costs.</p>	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs are valid for a period of 30 days, ensuring our customers receive the most accurate and competitive rates available. To secure the best pricing, we carefully bid out freight services, partnering with trusted and well-established logistics providers such as Estes, Schroeder, and ABF Freight. Our commitment to utilizing reputable carriers guarantees reliable service, efficient delivery, and peace of mind for our customers.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to Alaska, Hawaii, Canada, and other offshore locations, we partner with Superior Brokerage to coordinate and manage delivery to these non-contiguous regions. Shipping options include both "port-to-port" and "port-to-door" services, providing flexibility to meet the specific needs of each customer. Our experienced logistics team ensures seamless coordination and reliable delivery to outlying areas.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For the technology-integrated enclosures, the receptacles will be prefabricated to accommodate the equipment, eliminating the need for on-site assembly by Sourcewell entities or external service personnel. SmartSort AI will handle all installation and delivery of the hardware and technology, with their trained staff included in the service cost. Additionally, SmartSort service technicians will provide training to the customer's media personnel on the operation of the media player and software. Alternatively, customers have the option to outsource media management to SmartSort for a minimal annual fee of \$1,200. The pricing per unit for media management is based on the number of venues under management and the volume of monthly uploads, ensuring flexibility to meet specific operational needs.	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	To ensure compliance with our proposed agreement with Sourcewell, we have implemented a self-audit process utilizing Salesforce software. This system will automatically identify Sourcewell participating entities and track all relevant data throughout the process. The procedure begins with the Business Development Manager (BDM) and Sales Director verifying the eligibility of the Sourcewell member before any transactions proceed. Following this, our internal order processing system will continue to monitor pricing, ensuring that it aligns with the contracted terms. From order creation to delivery, Salesforce will provide real-time oversight, flagging any discrepancies and ensuring that proper pricing is applied at every step. This comprehensive system, coupled with regular internal audits, guarantees that all Sourcewell members receive the agreed-upon pricing and that compliance is maintained throughout the order fulfillment process.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>If awarded the agreement, we will track several internal metrics to ensure the success of the partnership and maintain high standards of service. Key performance indicators (KPIs) such as response times, resolution averages, and activity levels will be monitored on a weekly and monthly basis. This data will help ensure the long-term performance and aesthetic appeal of TPC products while consistently delivering exceptional service.</p> <p>Our Customer Success team operates through a structured case queue. Each team member takes ownership or is assigned cases within 2-12 business hours of case creation. Every case is acknowledged within 24 business hours with initial responses, assurances, or follow-up questions as needed. This system is designed to guarantee timely and effective resolutions.</p> <p>Each Customer Success Specialist brings over 15 years of experience in customer service, hospitality, and administration, allowing them to deliver personable and professional service. Their personal drivers for success include helping others achieve their goals, ensuring the performance of TPC products, and maintaining customer satisfaction.</p> <p>Group KPIs, including response time, average time to resolution, and overall activity, are regularly monitored. Each customer case is categorized according to its specific requirements, and each case type is assigned a service level agreement (SLA), with resolution timelines ranging from 1 to 7 business days, depending on the complexity of the issue. Most cases are expected to be resolved within 1 to 3 days, provided all necessary information and customer responses are promptly received.</p> <p>In addition to monitoring service metrics, we also utilize the NetSuite production process monitoring system to track the status of production and ensure that all orders are on schedule. Weekly and monthly reporting on production progress, inventory, and order fulfillment is regularly conducted to maintain transparency and ensure efficiency across all stages of the process.</p> <p>Data auditing is an ongoing practice, ensuring that all customer data and transactional records are accurate and up-to-date for compliance and reporting purposes. The Salesforce Design Approval Process is integrated into the workflow, ensuring that customer orders and designs meet specific requirements before production begins. Each design undergoes a thorough review and approval process to avoid errors and to confirm customer satisfaction with the final product.</p> <p>Team and individual performance, as well as progress against KPIs, is tracked and shared with leadership for recognition and continuous improvement. This approach fosters transparency and ensures that we meet our customer expectations while consistently improving our processes.</p>	*

73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Per the Sourcewell master agreement the proposed Administration Fee is anywhere from 1-2%. We propose a 1.5% Admin Fee on Net Sales excluding shipping and applicable taxes as part of our master agreement for this RFP.	*
----	---	---	---

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing offered through this Master Agreement is as good or better than pricing offered through existing contracts, state contracts or agencies.	*

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

Line Item	Question	Response *	
-----------	----------	------------	--

75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>The InnovatR series by The Prestwick Group and Max-R is the most customizable, versatile waste and recycling bin in the market. Utilizing post &amp; panel construction across 5 distinct lines, including Terra, Oxford, and Albany models as provided in this proposal. These bins are precisely tailored to meet diverse disposal needs, marking a revolution in waste management. Prestwick offers a versatile solution that transforms how waste is handled, providing efficiency and adaptability to various environments. Built with premium HDPE plastic and designed for operational efficiency as well as evolving needs, InnovatR bins seamlessly adapt to various environments. From bustling urban centers to educational institutions and corporate spaces, Prestwick custom waste cans promote a cleaner, greener future. Prioritize efficient waste management, promote your brand and your sustainability initiatives. Prestwick coordinated waste bins and furnishings are built to last and customized to you.</p> <p>Inspire waste bins are the gold standard when it comes to innovative and sustainable waste management solutions. This series includes the models provided in the RFP under the Royal and Champion tabs. Intelligently crafted trash bins that perfectly match your aesthetic. We build our products with a variety of designer materials, including exotic hardwoods, stainless steel, curved glass, brushed aluminum, and other mixed materials. These materials allow us to infuse any space with a sleek, modern ambiance. These carefully selected materials ensure a sophisticated and contemporary feel that enhances the aesthetic appeal of the environment. Inspire bins are built to handle prolonged use while encouraging proper waste handling, instilling a sense of environmental responsibility. When it comes to centralized recycling, Inspire bins perfectly blend form and function, elevating the idea of what a customizable waste and recycling bin can be.</p> <p>The technology provided in this proposal is SmartSort AI. SmartSort AI technology is an advanced, intelligent system designed to enhance waste management and recycling processes. Using cutting-edge artificial intelligence, it efficiently sorts and categorizes waste materials, improving the accuracy and efficiency of waste stream management. The technology integrates seamlessly with the infrastructure of waste receptacles and enclosures, providing real-time data and analytics that optimize waste diversion and recycling efforts.</p> <p>SmartSort AI's system is equipped with machine learning capabilities that continuously improve sorting performance, adapting to various waste materials and evolving waste streams. It also includes media management capabilities, allowing for easy monitoring and control of the system remotely. Whether used in venues, public spaces, or corporate environments, SmartSort AI streamlines waste management, reduces contamination in recycling streams, and supports sustainability goals by maximizing material recovery.</p> <p>Furthermore, SmartSort AI technology comes with dedicated support, including installation, training, and maintenance services. The system can be customized to fit different facility needs and provides valuable insights to organizations aiming to reduce their environmental impact while improving operational efficiency.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The Max-R division of Prestwick recognizes the importance of effective waste management. We build premium products designed to meet your waste and recycling needs, surpassing your expectations of how a waste bin enhances your facility. Our teams take pride in delivering products that are highly functional and visually appealing. Using HDPE recycled plastic and a team of in-house designers, our customized waste and recycling containers create an integrated waste management system that truly stands out, but that's not all.</p> <p>The Prestwick Group designs customizable beverage dispensers, hydration stations, and specialized commercial towel storage solutions enhancing experiences at resorts, golf courses, luxury hotels, on base gyms, fitness centers, locker rooms and student unions. We also have a complete range of stylish durable golf course furnishings.</p> <p>Our product portfolio also includes Signage, food and beverage station solutions, portable bars, server stations, busser stations, podiums/lecterns, storage boxes, planter boxes, benches, picnic tables and bicycle racks. We also manufacture outdoor furnishings such as outdoor lounge seating, adirondack chairs, commercial chaise lounges, commercial outdoor benches, cooler boxes, occasional tables and accents, and cabana space solutions.</p> <p>Our entire array of furnishings and furniture can be customized and curated to match your aesthetic. We focus on building products for an entire space - from driving ranges, college campuses, luxury resorts, corporate properties and more; we assist you in maximizing any space's potential.</p>

**Table 8B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
77	Residential, commercial, and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes our enclosures have been used in residential, commercial, institution, and government spaces.	*
78	Lift and tipping solutions for stationary carts and dumpsters	<input type="radio"/> Yes <input checked="" type="radio"/> No	We offer enclosures for tipping liners and for rollaway bins but do not have the machinery / and or technological solution for the motorized lifting or tipping of these solutions	*
79	Maintenance, repair, and similar services of containers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes we give detailed instruction on how to properly maintain the enclosures, along with the resin care if applicable and our warranty covers the repair of the enclosures.	*
80	Technology solutions related to the management of, planning for, and/or processes related to collection of refuse and recycling materials solutions described in line 77-79, above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes we have included an option to purchase the technology portion called Smart Sort AI as an add-on option for this proposal.	*

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

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

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

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing\_.pdf - Tuesday December 03, 2024 15:02:50
- [Financial Strength and Stability](#) - BANK REFERENCE LETTER\_11212024 (1).pdf - Tuesday December 03, 2024 14:04:34
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Tuesday December 03, 2024 15:18:27
- [Standard Transaction Document Samples](#) - Test Docs - Sourcewell.zip - Tuesday December 03, 2024 15:02:16
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Specs and Smart Sort (2).zip - Tuesday December 03, 2024 14:32:40

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Corrie Mosley, Business Development Manager, The Prestwick Group, 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 obligations contemplated in the solicitation proposal.

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_RFP_120324 Mon November 25 2024 05:22 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Plastic_Refuse_Recycling_RFP_120324 Fri November 8 2024 02:45 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Plastic_Refuse_Recycling_RFP_120324 Tue October 29 2024 05:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Plastic_Refuse_Recycling_RFP_120324 Mon October 28 2024 03:45 PM	<input checked="" type="checkbox"/>	1