



October 3, 2022

Cynthia Thompson, NIGP-CPP, CPPB
Principal Contract Officer
EGSD
City of Tucson
225 West Alameda Street
Tucson, AZ 85701

Ref: **TOTER, LLC COVER LETTER**
City of Tucson RFP No. 226024 – due October 3, 2022
For “Refuse & Recycling Container Solutions and Related Products, Equipment & Services”

Dear Ms. Thompson,

Toter, LLC is pleased to participate in City’s RFP for Refuse and Recycling Carts/Containers and Services. We value our relationship with the City of Tucson and are honored to have been chosen as the City’s supplier in the three previous RFPs and for the resulting national contracts administered through OMNIA Partners (formerly National IPA). Allow us to highlight our unique qualifications.

We’ve earned our reputation as the market leader.

Toter is focused solely on creating and producing products for the waste industry. Our history spans six decades of cart manufacturing, and our team includes a cadre of industry veterans who know refuse and recycling carts. Through the support of a seasoned management team with deep professional and industry experience, Toter ensures that we deliver on customer commitments day in and day out.

We’re laser-focused on quality products, service, and continued innovation.

As the only rotational molded cart manufacturer, Toter can help customers reduce the total cost of its collection services through carts that are flexible and impact resistant. “Built for Extremes” is more than just a tagline because our carts have decades of proven performance withstanding the daily abuse of curbside waste collection.

Why Toter is Tucson’s best value.

- Toter’s 12 Year Cart Body Warranty is 2 years longer than any other cart warranty. 2 additional years of coverage reduces potential cart replacement cost in years 11 and 12 of ownership by \$7 to \$9/cart. Nothing prevents another cart company from offering a 12-year warranty other than the knowledge that its carts are not durable.
- Our proven 15 to 20+ year service life is many years longer than the service life claimed by the leading injection molded cart manufacturer (only 10 years). Beyond the period of our 12-year Body warranty Tucson can avoid premature cart replacement and save approximately \$22/cart.
- Correct Toter cart sizes to match the City’s established service requirements: 96, 64, and 48 carts that are exact volume increments of one another.



Why Toter is the preferred cart supplier by hundreds of OMNIA Partners Participating Public Agencies.

- **Long-term solutions to meet every possible need of local governments** – Refuse and Recycling Carts in sizes 16 to 96 Gallons; 2, 13, 21, 32 and 48 Gallon Organics Carts; 96, 64 and 32 Gallon Bear Resistant Carts; 1, 2, 3 and 4 Cubic Yard Front Load Containers; and services of Cart Assembly and Delivery to Residents, Cart Maintenance, and Technology Solutions.
- **NESTABLE (stack one inside another, fully assembled, with all components installed)** - Toter carts save \$3/cart in delivery cost to homes. No other brand is Nestable when fully assembled.
- **Granite colors** that present an upscale look and hide dirt and scratches. Injection molders could but do not offer Granite colors.
- **Toters shipped Fully Assembled, "READY TO ROLL"** - No other cart brand ships multiple sizes fully assembled in efficient stacks 6-7 carts high.
- **We are dedicated to the waste industry, not manufacturing for any other industry** - We are the largest rotational molder of roll carts in North America, have been in continuous operation since 1962.
- **Owned and operated by Wastequip, LLC, the largest waste equipment provider in North America** – Founded in 1989, Wastequip is the leading manufacturer of waste handling equipment in North America, with a complete line of both steel and plastic waste handling equipment. Wastequip and Toter provide the perfect place for one-stop shopping!
- **Our success is proven in our numbers** – over the last 5 years, we have worked with over 300 Participating Agencies representing 40 States for over \$117M in sales.

It has been a privilege to work with the City of Tucson over the past 15 years which we hope to continue for the new contract. Thank you for consideration of our proposal.

Sincerely,

Laura P. Hubbard
Director of Municipal Sales

LPH/kkc



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

**Please note that Toter has answered questions within these pages.
We have included separately in our Proposal the non-modified RFP # 226024.**

9. EVALUATION PHASES

1. Method of Approach

1. National Cooperative Program

- A. Include a detailed response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

For Toter's Response to Attachment F, Exhibit A, OMNIA Partners Response for National Cooperative contract, please refer to that section of this RFP No. 226024.

- B. Provide any proposed exceptions to Attachment F, Exhibit B, OMNIA Partners Administration Agreement.**

Toter has exception to Attachment F, Exhibit B, OMNIA Partners Administration Agreement. To review these exceptions, please see our section entitled "Points of Negotiation" which is also subtitled "Exceptions and Issues".

2. Distribution Network

- A. Describe the number, size and location of your firm's distribution facilities, warehouses, and retail network as applicable.**

Toter, LLC is pleased to provide agencies participating in this Contract the industries' largest rotational molding manufacturing company in North America. Toter manufactures rotationally molded carts at plant locations supported by distribution centers in the United States and Mexico with a combined capacity in excess of over 4 million carts per year. Toter's East Coast operation and corporate headquarters are located in Statesville, North Carolina (headquarters/offices, distribution center, manufacturing facility). Our main plant is located at the Texas-Mexico border in the Ciudad de Acuna,

Mexico which began operation in August 2000 and is supported by a distribution center and in Del Rio, TX. All facilities hot-melt compound, pelletize and pulverize the raw materials used in the molding process.

Toter is also North America's largest supplier of containers for the retail market: Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Walmart, Amazon, Wayfair, Meijer Stores, and various other retail stores nationwide.

B. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling, or shipping the products/services to Participating Public Agencies.

Other companies involved in providing carts to the Participating Agencies include shipping by freight hauler (common carrier) and subcontracted off-loading, assembly and distribution of carts, plus maintenance services, as required in each order's scope of work. Toter is contracted with 193 transportation companies and requalify each monthly based on safety, quality, and insurance. Our services of off-loading, assembly and distribution of carts, and other cart services utilize multiple experienced subcontractors who provide services to products that are purchased under this contract.

C. Offerors shall provide the name and address of the distributor(s), if other than the Offeror.

In order to reach as many Participating Agencies as possible Toter relies on well-established dealers in certain states. These dealers have extensive municipal and county networks including a number of government agencies that prefer to purchase of a co-operative contract. Toter leverages these relationships by selling directly to the governmental entity and commissioning the dealer.

D. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.

Utilizing all our resources for production and shipping options, we seek to deliver product to Participating Agencies (and all Toter customers) within timeframes to meet their needs. We provide lead times at time of order entry, based on production capacities, quantities of orders, timeframe for approval of markings and graphics, customizations that may require additional lead times, and estimated time to ship – and at all times bearing the customer's needs in mind.

Lead times are affected by agencies ordering non-standard options. Some custom options can take 4-6 weeks for us to receive from our suppliers and therefore would require additional time to deliver from receipt of order. Order quantities also affect the lead time as orders for 5000 or more carts require more time for delivery than truckload orders.

Toter will deliver carts between 30-45 calendar days from Toter's receipt in writing of Purchase Order, Order Confirmation, and Markings Approvals forms from the City, and if credit has been established; however, the delivery time frame may be subject to shorter or longer lead times due to extraordinary demand or outside circumstances including our compliance with applicable CDC/local agency guidance and mandates, executive orders, and federal, state and local laws.

E. Identify the supplier(s) and their business location(s) that will service the City of Tucson's account.

Toter is the supplier, and our manufacturing and distribution sites of Del Rio, TX; Acuna, Mexico; and Statesville, NC (headquarters for Toter) will be used to implement and support the City of Tucson and Participating Agencies.

All cart unloading and assembly work required specifically for the City of Tucson will continue to be provided by Toter' Subcontractor, Kelly Smith, of Cart One, LLC, in Tempe, AZ, as in past years of this contract.

F. Identify the name and address of the manufacturer.

Toter, LLC
841 Meacham Road
Statesville, NC 28677

3. General Requirements

A. Provide a detailed written response illustrating how your offer will meet the general requirements of this solicitation for the City of Tucson and the national program.

The proven success of the City of Tucson / OMNIA / Toter partnership has been built on two keys:

1. Tucson's and the public's demand for America's most durable, attractive, and user-friendly carts.
2. Toter's 15-years of experience making purchases using the OMNIA contract fast and easy for Participating Agencies.

Toter has extensive experience marketing cooperative purchasing agreements with a high degree of success. In fact, more municipalities in America choose Toter carts through cooperative purchasing than any other manufacturer brand. We have a dedicated staff for promoting and managing government contracts. Toter has demonstrated our commitment to marketing the OMNIA program nationwide, with our number of clients purchasing product through this program increasing daily.

Toter is the largest rotational molder of roll carts in North America. With over 30 million carts currently in service, we have all the assets in place to move forward with this contract, and we can meet or exceed the requirements for scope of work and services. All marketing, sales, manufacturing, transportation, and distribution equipment and personnel are ready to continue and grow this contract, and we would welcome the opportunity to discuss with you at your convenience. This is an aggressive contract, and our track record over the past 15 years, and the information shared within this entire proposal demonstrate our commitment to the City of Tucson and the National IPA program.

B. Submit any and all information that will aid the City in evaluating your proposal.

Please see further proposal response information in the City of Tucson required response section, in the OMNIA Partners response section, plus attachments and additional information included in Toter's package.

C. Submit any and all information on your warranty program.

Because of the limited space for storing damaged carts on the City of Tucson's yard, we propose the following custom process just for the City of Tucson. Toter will continue to have an authorized representative to inspect dead carts prior to their removal, bi-weekly or on a schedule coordinated between the City and Toter. This service has been and will continue to be provided by Cart One (Kelly Smith) owner, a local subcontractor already familiar with the City's needs and requirements.



- The representative will take all necessary photographs and document the status of each broken cart with serial number, date, type of damage, warranty coverage (yes or no) sufficiently to meet our warranty claim form requirements.
- Both the City and Toter would be provided this documentation that would support the City's plan to submit quarterly warranty claims. Our Regional Sales Manager, or other Toter staff, will continue to make periodic visits to the City to meet with staff and inspect the Yard.
- The representative will continue to coordinate the removal of dead carts upon a mutually agreeable schedule with the City and Toter.

- Toter will honor claims per our standard residential Twelve (12) year cart body warranty, plus ten (10) years of coverage on all other cart components. (Please see specimen included under technical information sections of our response).
- These special services will only be provided for the City of Tucson.

Participating Public Agencies will receive Toter's residential Twelve (12) year cart body warranty, plus ten (10) years of coverage on all other cart components. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection. Toter carts have the lowest industry failure rate and the lowest Total Cost of Ownership, with higher strength to weight ratio. As such, Toter is proud to offer Participating Agencies this "hassle free" warranty claim process that will ensure an easy, equitable, and timely resolution to all warranty issues that arise. Because of the extremely low failure rate of Toter carts, both Participating Agencies and Toter will find warranty issues to be minimal and easily resolved.

1. How long does the warranty program last?

Toter's standard residential cart warranty features a twelve (12) year non-prorated body warranty, with ten (10) years of coverage on all other cart components.

2. How are calls handled and routed?

By phone or email, Participating Public Agencies are to contact its dedicated Customer Satisfaction Specialist or Regional Sales Manager. Upon this first contact from the Agency, a "case" is entered into our Salesforce Customer Relationship Management (CRM) system, with all warranty claim information recorded.

The case is then immediately transferred to Toter's Warranty staff who review the claim, validate serial numbers, view photographs, and make determination of coverage. At the discretion of Warranty staff, Toter may send the Regional Sales Manager or representative to review the damaged containers.

Warranty staff then send the case to the Customer Satisfaction Specialist for them to generate and send a warranty settlement letter to the Agency. Toter will provide any explanations for customer questions. Once the customer approves the claim in writing, the Customer Satisfaction Specialist follows the fulfillment of the claim, generating a credit to the customer by working with our Finance Department, or with a product replacement order, whichever solution is preferred by the Agency.

3. What are your escalation procedures?

Toter seeks to resolve all warranty claims for customers. In rare circumstances requiring a need for escalation (Agency disagreement), the Warranty department staff will discuss the claim with the Vice President of Sales for resolution. Toter will notify the Participating Agency of its decision in writing. In the unlikely event that Toter and the City of Tucson (or Participating Agencies) cannot then reach agreement, the matter will be referred to binding arbitration.

4. Is there a dedicated support representative that the City will contact? If so, please provide complete contact information.

The City's primary sales and service contact will be its dedicated Regional Sales Manager, Yolanda Garcia. A secondary contact will be the City's dedicated Customer Satisfaction Specialist, Courtney Fisher, with backup from other Customer Satisfaction Specialists, who are cross trained to assist each other on accounts. The Bids and Contracts Team is also available to assist with contract requirements and questions.

City of Tucson Contacts:

Yolanda Garcia (Regional Sales Manager)

Phone – 602-810-0782

Email – Ygarcia@wastequip.com

Courtney Fisher (Customer Satisfaction Specialist)

Phone – 800-424-0422, Ext 09576 or 704-768-2576

Email – Cfisher@wastequip.com

Kellie Clark (Sr. Manager of Bids and Contracts)

Phone – 800-424-0422, Ext 09584 or 704-768-2584

Email – kclark@toter.com

- D. Sample Container(s):** Offeror shall submit a Green sample container and a Blue sample container for each size, 95 gallon, 65 gallon or 48 gallon, that Offeror is proposing to provide to the City. Sample Containers provided will be evaluated for conformity to specifications.
1. Sample Container(s) shall be shipped complete, but with the axles and wheels unassembled.
 2. Sample Container(s) shall be delivered to the following address:
 - Thomas O. Price Service Center
 - 4004 South Park Avenue
 - Building 2 - Door "N"
 - Tucson AZ 85714
 3. Sample Container(s) shall be furnished at no cost and will be retained by the City after evaluation is completed.
 4. Sample Container(s) must be an exact representation of the container that would be supplied upon award of a contract.

Toter has delivered 2 carts (1 green and 1 blue) for each of the 3 sizes of cart categories, shipped in the models that the City continues to purchase from Toter for many years now. Samples provided are:

Model 57596 – 96 Gallon EVR Automated Cart

Model 79264 – 64 Gallon EVR II Universal/Nestable Cart

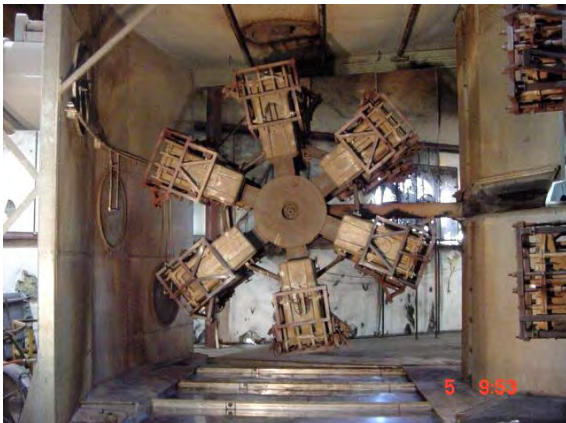
Model 79248 – 48 Gallon EVR II Universal/Nestable Cart

Model 79296 – 96 Gallon EVR II Universal/Nestable Cart (1 of this model in single color for an example, since this model is not currently ordered by the City)

4. Product Requirements

- A. Describe the method for how your containers are molded/manufactured.**

Toter carts are manufactured through a process known as Advanced Rotational Molding™ that allows us to create carts that are Built for Extremes™.



The process begins when molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle. The oven melts the plastic material in the mold while the machine rotates it, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle, unlike injection-molded products.

The mold is then transferred to the cooling chamber where curing takes place. The microprocessor controls the cooling cycle to optimize the impact strength and performance of the final product.

After the molds have been optimally cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted, and assembled.

Advanced Rotational Molding eliminates built-in stress, weakness and brittleness associated with injection molded products. In addition, Toter's use of linear medium density polyethylene (MDPE) is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high density polyethylene (HDPE), which is more rigid and brittle. HDPE has poor impact resistance and high notch sensitivity. These properties, combined with high stress molding, makes an injection cart more likely to crack and split while in service.

Features include:

- Superior toughness and durability
- Single-piece product design
- Consistent wall thickness
- Unique design and structural capabilities like Rugged Rim® and granite finish
- UV stable
- Custom colors
- Corrosion and chemical-resistant
- Recyclable
- Able to use high percentages of recycled polyethylene material

B. Describe the different processes used to manufacture containers for other climates around the United States (as opposed to that in Tucson).



It is important to note that it is not necessary to alter or modify the Advanced Rotational Molding process nor materials when producing carts for extremely cold or extremely hot climates. Again, our process and superior materials together produce a cart that is resilient and best in a combination of extreme temperatures (-40°C to 120°C), especially in cold climates, even with rigorous treatment in automated collection systems. This is a fact of polymer science, not sales literature. Toter carts are the "Best Value" to Participating Agencies.



C. Do your containers include a bar code identification system or RFID? If so, please describe this system.

As an option, Toter, LLC offers options of a Bar Code or RFID Tags on carts. Bar Codes of similar specifications to meet the needs of each Participating Agency. The bar code is not a replacement for a serial number, but in addition to the serial number permanently hot stamped onto each cart for warranty tracking purposes. Bar Codes are consecutively numbered and affixed to the cart as an in-mold graphic, typically near the serial number on the front of the cart body. Bar Codes are an optical identification process to laser-based scanners. Outside conditions have a huge impact (rain, sunshine, bright light, etc) on scanning accuracy. Bar Codes can be easily scratched, become dirty or damaged in normal use (or fade, as the photograph to right shows), rendering the bar code useless. The only substitute for the damaged Bar Code is a sticker Bar Code, which is less reliable. And Bar Codes are typically not used with truck mounted equipment during route collection operations. Carts must be positioned 100% perfectly in order for a truck mounted Bar Code reader to read these. Given the nature of Automated collection operations, accuracy is nearly impossible with Bar Code.

Competitor Bar Code Fading



When too many bar codes are damaged, the next solution would be to retrofit the existing cart to an RFID System. This is obviously more costly than including RFID Tags at time of purchase. Property (households, commercial business, etc.) to property, physically installing RFID Tags/chips for each cart, then scanning each tag to capture the asset detail and assigned to that cart/account. Additional challenges are reality as well, such as residents not setting our carts at requested times for the retrofit. The next step in retrofitting involves

the conversion from the Bar Code system to the RFID system for Participating Public Agencies to then benefit from the new system. All of this can and does occur with Participating Public Agencies.



Added advantages of RFID Tags are the fact that the tags are installed into the handle of the cart body at factory, away from outside elements and not exposed to cart contents. The Tags afford the ability to be accurately scanned by handheld and collection truck mounted scanners (for service verification, Pay As You Throw recycling/waste reduction programs, etc.) with accuracy, since lighting and environmental factors do not affect this accuracy.

Toter works with Participating Agencies to determine their scanning needs and quote/provide scanners and PC Interface with programming and manipulation of databases, for inventory, route optimization, and collection verifications and recycling programs incentives.

For Participating Agencies not interested in scanning Bar Codes or RFID Tags, Toter, LLC has successfully used visual serial numbers for identification and tracking of carts for nearly 40 years. The key to this success is that serial numbers are PERMANENT. We have many carts that have been in service 30+ years and their serial numbers are still clearly legible.



D. Offeror shall provide the most recent printed or video product literature with their proposal:

- 1. Manufacturing process for containers.**
- 2. Resin material type, manufacturer, and brand name.**
- 3. Detailed lid/hinge assembly description and attachment.**
- 4. Axle assembly material, dimensions, and attachment method.**
- 5. Wheel material, dimensions, and attachment method.**
- 6. Certification of recycle ability.**
- 7. All product and/or material performance tests results as specified.**
- 8. Container physical dimensions and wall and lid thickness.**
- 9. Certified percentage of PCR material utilized.**

Please refer to Toter's "Technical Information" within of our Response for the above information. We have also included video footage of our rotational molding process in our online submission as an attachment.

5. Technical Requirements

- A. Offerors shall submit the most recent test results showing compliance with Scope of Work specifications. Test results must be from a certified independent testing facility and must clearly identify the facility that performed the tests.**

This documentation is included in our "Tucson Technical Information" section.

B. Offerors shall provide documentation verifying that their container(s) meets all standards as required by the Arizona Administrative Code Title 18, Chapter 13, Article 3 Section R18-13-307.

After thorough of this Arizona Administrative Code, Toter, LLC certifies that all carts bid herein meet all standards as required by this Code. Our customers, including the City of Tucson, have experience of our fulfilling these Code requirements and can verify that we provide containers as the City needs them, in the sizes and quantities that the carts are needed. Toter carts are highly durable containers "Built for Extremes™", reliable and easily cleaned by end users so that carts can be "maintained in such a manner as to prevent the creation of a nuisance or menace to public health." (Ariz. Admin Code § 18-13-307 required above). Our carts meet or exceed all ANSI Standards for safety (and compatibility with lifters) applicable to roll carts. Toter strives to honor warranty claims, thereby replacing broken/failed containers under our warranty.

C. Offerors must supply documentation demonstration that post-consumer resin is of like quality to 90% or better virgin resin.

Toter has a developed quality program which monitors, validates, and performs incoming inspection processes on all material and resin inputs for our products. With direct regards to resin validation and inspection which include base resin, colorant, and recycled content - the strength, chemical, and thermosetting properties are tested and blended to achieve optimal qualities which allow for not only superior manufacturability, but also ensures they meet or exceed our stringent quality standards to our end customer. Please see also our Points of Negotiation" within our proposal.

D. Detail your container's shape. Is it designed in a "Low Profile" shape, which reduces wind effect on container? If not, please explain what benefits are gained from the shape of the container.

Toter's EVR II Universal/Nestable Carts feature a "low profile" shape, designed that way in response to our listening to customer needs. The lower profile does create a larger footprint for greater stability on slopes, easier to tilt and roll for the end user, and stability in winds. Carts that are more difficult to tip create resident complaints, a greater risk of injury to users, and more requests for exemption from rolling out the cart. We have included our ANSI Standards "Force To Tilt" test results along with "Slope Stability" test results with our Technical attachments. Wind Tunnel tests are also included to define our high wind speed resistance.

E. Offerors shall submit shop drawings for the lid and container showing the dimensions, lid and wheel attachment methods, and other specification requirements.

These drawings are included in the technical information section of our proposal.

F. Offerors shall substantiate compliance with Scope of Services by attaching a copy of the actual resin manufacturer's Published Specification Sheet.

Toter's resin data sheets are included in the technical information section of our proposal.

G. Provide information or testing results on the proposed containers' useful life.

Testing results for our containers are included in the technical information section of our proposal. Toter carts meet or exceed all of the industry's ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards applicable for roll carts, including the maximum allowable load rating. We have also included compression testing and have the backing of our customers for outstanding performance and durability. Our carts are rotationally molded with medium density polyethylene to afford Participating Public Agencies with a 15 to 20+ year proven life and 12-year cart body warranty (with 10 years of coverage on all other cart components). Even when the cart has served its useful life, it is recyclable (plastic and steel components) to reduce waste. Our long-lasting, durable, resilient and easy-to-use carts do not require replacement after 8-10 years as is common with competitors' injection molded carts. Less frequent replacement also sustains our environment.



H. Describe the physical features of your proposed container, including weight, materials, and any other unique features of the container. Explain the benefits gained by this.

Toter's EVR Product line was introduced in April 1994. The "World's Toughest Cart™" is Toter's patented EVR I and II carts. Toter carts offer the unique flexibility to upgrade from semi-automated, to fully automated, to patented volume-based and weight-based collection. No other cart line allows the ability to change and adapt its carts to changing collection needs while minimizing cart replacement investments. Following is a brief description and sizes of the different EVR products available:

Product	Description	Sizes Available
EVR II Universal/ Nestable Carts	Nestable (fully assembled carts nest one inside another for efficient storage and route delivery) designed carts for use with semi-automated (factory installed stop bar) and automated (ANSI Type B and G) lifters. Carts can be shipped semi-assembled, or fully assembled (all components installed).	32, 48, 64, 96 Gallon
EVR II Universal Carts that are not Nestable when Fully Assembled	These carts include all EVR II industry leading features except for Nestability when fully assembled. Their design dictates that wheels protrude beyond the cart bodies. Carts are semi-automated (factory installed stop bar) and automated (ANSI Type B and G) lifters and can be shipped semi-assembled.	16, 21, 24 and 35 Gallon
EVR I Universal Carts	As our initial solution for EVR carts, this Universal Cart design allows for either semi-automated (ANSI Type B) or fully automated (ANSI Type G) collection without modification and are shipped unassembled.	32, 35, 64, 96 Gallon
EVR I Automated Carts	Also, a part of our initial EVR cart series, these carts are designed for fully automated (ANSI Type G)	32, 35, 64, 96 Gallon

	collection and can be easily converted to Universal Carts (to accommodate ANSI Type B lifters) for maximum flexibility and asset utilization. These carts are shipped unassembled.	
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Toter's Advanced Rotationally Molded Carts, regardless of model/size, are virtually maintenance-free carts with a 15-20+ years life expectancy. Unprecedented in quality, superior in manufacturing, and unsurpassed in performance/durability and low life cycle costs, they are truly "The World's Toughest Carts."

Toter's Advanced Rotationally Molding Process is explained in detail in Section 4.A of this narrative. However, the use of this manufacturing process – combined with medium density polyethylene, 10" diameter wheels, and cart dimensions – produce sustainable carts that are durable, stable in winds, and easily maneuvered. Toter carts meet or exceed all of the most current ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards including the maximum allowable load rating of 3.5 pounds per gallon.

Parts interchangeability is another important feature for Participating Agencies. Toter carts employ the same 10" wheels, lid hinges and pal nuts wheel retainers, except for our EVR II 32 gallon cart's 8" wheels to maintain nestability). Our EVR II series 96, 64, 48, 35, 32, 24, 21 and 16 gallon carts all use the same lower stop/catch bars. Maintenance cost and parts inventory are dramatically reduced compared to other brands.

Exact volume increments of Toter carts (measuring equal 16, 24, 32, 48, 64 and 96 Gallons to the top of the rim) support "Pay as You Throw" Garbage Collection. Variable garbage fees can be set based on even multiples of 32 gallons. The 16 gallon is $\frac{1}{2}$ of 32, the 24 gallon cart is a $\frac{3}{4}$ increment of 32, and the 48 gallon cart is a $1\frac{1}{2}$ increment of 32. Competitive brands complicate variable rates by not employing even volume increments (for example: 35/65/95 gallons).

"Nestability" of EVR II carts would reduce Participating Agencies' costs. "Ready To Roll" Toters can be stored, transported and retrieved in stacks, saving fuel, labor and vehicle usage. Nestability has been thoroughly explained earlier in this narrative.



Cart lids are attached with two molded polyethylene snap-on hinges permanently secured with rustproof steel Torx fasteners. The lid rotates 270° without interference, fits tightly onto the body to prevent intrusion by animals, insects, and odors, and is domed to facilitate run-off of water.

The top rim has a molded flange on EVR I carts for extra rigidity and close lid fit. EVR II carts feature Toter's patented Rugged Rim® (pictured here) for extra rigidity and tight lid fit. This upper rim consists of a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim creates a ledge on which the lid rests to create a tight seal between body and lid. The cart bottom features wear strips for maximum abrasion protection against dragging on sidewalks, gravel and pavement.



Handles of Toter carts are integrally molded onto the cart body, allowing safe movement even in the absence of the lid. All Toter carts have two 1" diameter hand hold areas equally spaced for positive and balanced control while pushing and pulling the fully loaded container. A center support is molded into the cart body. Both hand hold areas accommodate large hands that might be heavily gloved in cold weather.



Toter carts are ANSI compatible for type “G” Grabber Lifters (fully automated arms). The combination of our maximum surface contact with the automated arm gripping surface and our textured, non-slip exterior finish prevents slippage of Toter Carts in fully automated collection.

The integrally molded upper pick-up point, or “saddle” and the lower lift bar both match ANSI compatibility standards for Type “B” Lifters (semi-automated lifter/dumper units). The lower lift/stop bar on EVR II carts is designed without rivets that can be damaged by lifters, and the bar is manufactured of exceptionally strong steel. This lower bar rotates 360 degrees to be “self-aligning” when the lifter’s lock hook extends to catch the bar.

Toter is the first container manufacturer to have introduced a new color option for the industry – Granite color bodies. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs.



The standard axle in U.S. carts has been 5/8” diameter solid steel for over 30 years. The ultimate yield strength of a Toter 5/8” axle is 2,000+ pounds, nearly six (6) times the load rating of a 96 gallon cart, nine (9) times the load rating of the 64 gallon cart and twelve (12) times the load rating of the 48 gallon cart!

Toter’s standard wheels are 10" x 1.75" (nominal) with knobby treads and made from extra high molecular weight polyethylene. These wheels have been thoroughly tested to exceed all ANSI safety standards and are rated at 200 pounds per wheel, including the ANSI test, Appendix F, “Force to Tilt.” This test measures “the force needed to tip a standard loaded cart from the vertical position to the balance point...” For example, our 96 Gallon EVR II cart, loaded at 335 pounds (ANSI’s standard maximum load rating for a 96 gallon cart), measures 67.6 pounds tilt force, much lower than most competitors’ carts may proclaim. Carts that are more difficult to tip create more complaints to the City, a greater risk of injury to users, and more requests for exemption from rolling out the cart to the curb.

6. Services

- A. Provide a detailed written response illustrating how your firm will meet the service requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope of Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities.**

The Scope of Services requests information regarding leasing programs. Toter is adept at assisting our customers with this alternative to an outright purchase. We work with financial institutions that specialize in municipal lending situations as third party financing. We understand the benefits of leasing: conservation of capital, better terms, simplified record keeping, easier allocation of cost, bank lines untouched, cleaner balance sheets, overcoming budget limits, convenience, etc.

Delivery information is covered within “Distribution Network” elsewhere in our response.

Customer Satisfaction is of high importance for our company. We realize and seek to meet or exceed the expectations of our customers in all aspects of the processes of choice of product, ordering, problem solving, quality assurance, etc. Further details are listed in our responses to below questions.

Toter provides replacement parts that are covered by warranty and our warranty policies and procedures are covered in other sections of this response. Toter replacement parts are also available for purchase in situations in which customers have had damage from abuse, and/or carts that are outliving their warranty, since our cart lifespan is 15-20+ years of active service life.

Toter's North Carolina based corporate offices have a toll free number for use during regular office hours at 800-424-0422, 8:00 am to 5:00 pm Eastern Time, Monday through Friday. A messaging system is then available so that customers may leave a message for staff's early response the next business day.

Each order placed with Toter results in a custom made product, with each order requiring customer specific colors, markings, and other options. As a result, we operate with production of orders as they are placed, and not from "stock". Our Customer Satisfaction Specialists are adept in assisting customers with situations whereby items may have been discontinued, offering replacement suggestions when appropriate.

Toter's Regional Sales Managers coordinate with Customer Satisfaction Specialists to meet customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and logistics departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise.

Please continue to Item 6.B for more service capabilities.

B. Provide detailed information explaining your service capabilities.

Roll carts and container services can be provided by Toter with our sister Wastequip company, ContainerPros. Offloading, assembly and distribution of carts to households may be accomplished as individual services or all three services together. Participating Agencies may require unloading of carts upon delivery to the Participating Agency's delivery site, complete assembly of carts to make them "Ready to Roll", then distribution to residences and commercial addresses. ContainerPros has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using UHF Handheld Scanners that report delivery data in real time to our wasteware web portal, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format.

Whenever a citywide implementation is required for new containers, we will meet or exceed the Participating Agencies' requirements regarding all deliveries. ContainerPros offers many value-added benefits and services that will ensure a smooth delivery and successful program implementation.

- ContainerPros' experienced Field Sales Managers will meet in advance with the Participating Agency and plan details of the cart implementation.
- ContainerPros will offload carts and assemble carts upon delivery. The Participating Agency provides a suitable staging area for assembly (paved, secure, partially covered, etc.).
- Because the EVR II carts nest when fully assembled, they require no on-street assembly, cutting down on noise and accelerating delivery times, increasing Participating Agencies' satisfaction as compared to other styles of carts that require assembly in the street.
- An information brochure provided by Toter may be affixed to the cart prior to the delivery of each cart. Toter can assist in developing educational materials to ensure the cart program's success.
- Toter has resources in place to survey citizens via web and mail, for residents' selection of various cart sizes and types in advance of delivery programs. Because each of these survey needs has unique requirements, timelines and methods, we will quote the service on a case-by-case basis.
- ContainerPros can accommodate several delivery programs at once, depending on Participating Agencies' needs. ContainerPros will be happy to accommodate delivery schedules required by the Agencies.

Outline of Roll Cart Service offerings:

- **Assembly and Delivery services.** ContainerPros offers the traditional A&D services to deploy new fleets of plastic carts or commercial steel bin/containers. We provide an extensive planning and organization process to ensure that your new rollout is completed on time and with professionalism. We also offer delivery of smaller items such as “Kitchen Pails” for your organics collection services.
- **Unloading and Assembly.** ContainerPros offers unloading and assembly services for all customers’ cart needs.
- **Cart Removal services.** ContainerPros offers cart removal services to assist in getting old carts from residents when new carts are being introduced. We will collect all old carts from the residents addresses and return them to a designated site of your choice. Optional additional services offered are to sort, grade and stack the old carts for future usage.
- **Recycling Services.** ContainerPros offers a recycling program for old carts that have served their useful life. We will arrange for all old carts to be disassembled, loaded out and transported to a recycling facility. This program offers money back per recycled pound of plastic. This also assists with customer Diversion and Sustainability initiatives.
- **Route Audit services.** ContainerPros provides Auditing Services, which may include bin and/or cart size and quantity verification, set-out rates, condition status of assets, and other audit data points. Additionally, Route Audit results can be compared and reconciled against internal billing levels to optimally capture all billable accounts.
- **RFID Retrofit services.** ContainerPros offers the ability to retrofit existing cart fleets with RFID tags. Each retrofitted cart into a database for inventory tracking needs.
- **Stickering/Labeling services.** ContainerPros offers cart and commercial bin/container labeling/stickering, relabeling, rebranding services.
- **Maintenance Contract services.** When customers deploy new cart fleets, they find themselves in the daily business of delivering, removing, exchanging, and repairing carts. The volume of these customer calls is unpredictable, as is the cost to add sufficient staff and vehicles to provide this new service.
 - ContainerPros provides service that manages the cart fleet for a fixed price, regardless of the number of service requests.
 - Work Orders are closed on time and within the annual budget.
 - We will work with customers to determine a process for warranty management. Carts are repaired or replaced at the customer’s address regardless of the cause of damage, except for criminal acts (arson, theft and vandalism) or abuse based on the contract specifications.
 - As the cart fleet ages, the daily maintenance program makes planned cart replacement unnecessary, thereby avoiding a significant capital expenditure.
 - We have provided Full-Service Cart Delivery and Maintenance Service since 1994 and currently have about 800,000 carts under our service.
 - Our service personnel are factory trained, insured and background checked.
 - They operate clean and well-maintained vehicles that are marked with the ContainerPros logo and any other information specific to the service area.
 - We provide timely response to every work order as well as the necessary reporting to satisfy the local service requirements.
- **Commercial Bin/Container Exchanges.** ContainerPros will deliver the new bins/containers to the appropriate commercial account and remove the old bin/container. The old bin/containers will be delivered to the location of the Agency’s choice for reallocation, rebranding, recycling, etc. ContainerPros also offers commercial bin/container deliveries only. Or, when commercial bin/containers are removed from accounts, we can assist with either of those needs. We also offer all assembly, labeling/stickering, receiving and unloading of bin/containers.

C. Provided detailed information explaining the service capabilities of your authorized dealers.

Toter's authorized dealers work closely with Toter's Field Sales Team to promote the Master Agreement to customers within the dealers' territories. Our dealers also service customers within their territories by providing warranty parts and service.

D. State any return and restocking policy, and any fees, if applicable, associated with returns.

Toter backs all products with its return and restocking policy. Toter must be notified if items are defective and/or missing and a Bill of Lading must be noted as such, within three (3) days of delivery. A Return Authorization Number must be obtained from Toter Customer Service (Phone – 800-424-0422 or 704-872-8171, and Fax – 704-878-0734) within five (5) days of receipt of goods and before merchandise may be returned for credit. Returns must be completed within sixty (60) days of invoice date. All transportation charges for returned merchandise must be PREPAID by the shipper. Returned saleable merchandise accepted by Toter for credit is subject to a 15% restocking charge. If any portion of the goods delivered to the Buyer are defective or are otherwise not in accordance with contract specifications, Toter shall have the right in its discretion to either replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Toter without Toter's written consent. Return of carts with custom markings will be reviewed on a case by case basis and to be determined by Toter. In no event shall Toter be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.

E. Offerors shall provide two (2) copies of the offeror's inspection and quality control policy and procedures manual.

Toter, LLC is committed to our Quality Process, providing containers, products and services that meet or exceed the needs, expectations, and requirements of our customers. This is achieved through teamwork, the commitment by each employee to strive to meet Customer Needs, Business Objectives and the process of continuous improvement.

Below are examples of the Processes that are implemented throughout Toter to build great products.

1. Document & Record Control
2. Quality Control
 - a. Material Inspections
 - b. Internal Product Quality
 - c. Final Inspections
 - d. Manufacturing Control Plans
3. Corrective Action Plans
4. Preventative Action Plans
5. Non-Conforming Product Plan

Because of our position as the cart industry leader and the confidential nature of our advanced processes, Toter does not make any more detailed information public. Our excellent track record in the U.S. municipal market for nearly 40 years and with Tucson and OMNIA for over 15 years validate the soundness of our processes.

F. Offerors shall submit information on their support program. How does the City contact you? How are calls handled and routed? What are your escalation procedures? Is there a dedicated support representative that the City will contact?

Toter prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts, multi-location organizations like The Home Depot, Lowes, Walmart, True Value, Ace, Do-It Best, Amazon, Wayfair, Meijer, and other retail entities. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. An organizational chart showing key personnel is included within our submitted technical information of this Proposal. Toter's service plan for Participating Agencies includes the following.

Toter's Regional Sales Managers and Customer Satisfaction Specialists handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained.

At Toter, we want all customers to have a great experience with our company – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo:

Commitment:

- We will treat all customers with respect (regardless of size)
- We will follow up with customers upon receipt of purchase order to ensure satisfaction
- We will resolve any issues quickly

Support:

- We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member
- We will respond quickly on quotes (same-day response in most cases)
- We will provide an order confirmation (within 24-48 hours)
- We will call with shipping and delivery information and provide early notification should there be any issues with the order

The City of Tucson, as well as each Participating Agency utilizing the contract, will be assigned a dedicated Customer Satisfaction Specialist (CSS) based on geographic territories. All CSSs are cross trained on this contract, and they will be available for back-up and high volume situations. Toter's Bids/Contracts Team is available to answer questions. This CSS team is managed by Toter's Customer Service Supervisor who has experienced this contract for 9 years, first as a CSS, then managing the team.

The contract will be managed by the same Team that has managed the contract since our first contract in 2008 with the City and OMNIA Partners (formerly National IPA). Our Director of Municipal Sales (28 years with Toter) and Sr. Manager of Bids and Contracts (19 years with Toter) are on hand for contract management and to answer contract questions for our entire sales team.

Toter's sales staff has expanded from 10 to 23 Regional Sales Managers within the past year, all based in key locations throughout the country, who will be responsible for field support of all Participating Agency locations. These industry experts will assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter also has in place 4 Regional Sales Directors over the above Sales Managers, plus Toter's executive level ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued.

Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support across North America and U.S. Territories.

An undesirable condition is defined as any written or oral expression of dissatisfaction by either internal or external customers related to the identity, quality, reliability, safety, or performance of any product, process or service offered by Toter. If for any reason, a customer feels that their problem is not being given the appropriate attention or priority, Toter is dedicated to documentation, investigation, and resolution of any undesirable condition. The severity of the problem is considered. Greatest severity would require immediate action. An example of this highest level of severity is complete loss of items or services. Conversely, the lowest level of severity would encompass situations whereby the customer is

experiencing minor impact on their business, such as a product or service issue that the customer can work around.

All Toter employees have the responsibility and authority to report and/or identify undesirable conditions and customer complaints, and to resolve and/or report such issues to their department manager or the management representative. Our Director of Municipal Sales and Vice President of Sales review customer issues thoroughly and involve Toter knowledgeable staff to resolve issues quickly. Everyone works toward timely and satisfactory resolution.

G. Describe additional services are available under this contract (i.e., offloading, assembling, customization, etc.).

Please refer to the above Section B with below Section J that outlines ContainerPros service for unloading, assembly, delivery, and other cart services in detail.

Cart Customization and Options

Graphic Enhancements - Toter's proposal to the City of Tucson includes, at no additional charge, the customized hot stamp information specified in the bid. Hot stamping is the industry standard and long term proven method of permanently customizing roll-out carts. Hot stamps are still visible on Toter Carts that have been in service 30 or more years. Should a Participating Agency be interested in upscale, multi-colored, highly detailed graphics, Toter can offer these for a nominal upcharge depending on actual graphic requirements.

Examples of hot stamps and multi-colored graphics –

Body Hot Stamps



CONTINUED – NEXT PAGE

In-Mold Label (IML) Lid Graphics



Upscale Granite Colors are available for carts in Graystone, Dark Gray Granite, Greenstone, Toter Green Granite, Brownstone, Sandstone, Navy Granite, Bluestone, and Blackstone for an upcharge. In addition to the improved aesthetics of the cart, the unique granite finish hides normal wear and tear like scratches and dirt. The distinctive appearance of granite colored carts creates higher customer/citizen approval and will keep the carts looking new throughout the 10 year program. Cart users point to our Granite colors and say, "I can see the recycled plastic!" All Granite body colors are represented with actual color chips attached to one of our sample carts that were delivered to the City of Tucson.



Educational/Promotional Support - At no additional charge to Participating Agencies, Toter will assist in developing Education Materials related to new cart programs. Having implemented thousands of new cart systems throughout the U.S. for the last 40+ years, Toter has the experience and knowledge to offer Agencies. And, at no charge to the Participating Agency, Toter will provide, for distribution with each cart, educational material, a "Safe Use and Care" brochure to explain how to use and care for Toter carts.

Additionally, we have attached a brochure in our technical information with information regarding Toter's Wastequip sister company, wasteware. We provide an in house, all-in-one technology solutions hub that provides RFID Cart Management Systems for assembly, delivery, and customizations.

H. Provide all financing options available.

As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance. We are pleased to offer over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing the City of Tucson and OMNIA Partners Participating Public Agencies access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax Exempt Municipal financing offered by Wastequip Finance through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that the City, OMNIA Partners, and Wastequip/Toter Finance have a common goal to provide solutions to Participating Public Agencies that will substantially alter the future for all in the most positive ways.

- I. Per the Price Adjustment clause, as stated in the Special Terms and Conditions, price adjustment calculations are based on the Plastic News Index. Please state, will your firm provide the City an annual subscription to the Plastic News Index? ☒X Yes ☐ No**

This response is also covered under our Points of Negotiation included in our proposal, but we have included that information here for clear communication of our response for this section.

Page 22 of 52 – Item E.6.C – Pricing Discounts, and Page 25 of 52 – Item F.3 Price Adjustments – Both sections require pricing to be valid for the first 12 months of the contract. Therefore, for Page 25 of 52 – Item F.3 – Price Adjustment – Toter respectfully proposes that:

- a. Price adjustments be allowed on a quarterly basis, which has been the schedule for price adjustments for many years throughout our contracts. This provides a more real-time and fair pricing method, so that the changes in the market which are reported by Plastics News affect pricing more quickly.
- b. Pricing be adjusted using Index value from previous pricing to the Index value from the time of price adjustment review. Daily averaging creates less impact for customers for price increases, but also creates less impact for customers for price decreases. Index Value to Index Value comparisons pull pricing to the most current Index Value and hence, more realistic pricing for the coming quarter.
- c. We agree that the Non Market Agreement (NMA) is to have the effect of a correction in the index change, and the amount of the NMA is not to affect the price change (so that an NMA that moves the index value 10 cents higher will not create a 10 cents per pound increase in pricing).
- d. In addition, the third paragraph in Item F.3 requires the price adjustment request no later than the first Friday of the month prior to the effective date. We respectfully request that the price adjustment be due no later than the 5th day of the month prior to the effective date, since the first Friday may be the first day of the month, and Plastics News data may not be complete by that date.
- e. Finally, we also realize that the last line of Item F.3 indicates that “Any price adjustment will be effective upon the effective date of the Contract extension.” That would not be the case for any quarters that do not coincide with the annual Contract extensions, and we respectfully request this sentence be amended to reflect that pricing is to become effective the first day of the month of each contract quarter.
- f. We realize that Item Item D.15 – Offer and Acceptance Period requires responses to be “valid and irrevocable for ninety (90) days after the proposal due date and time.” If the contract does not become effective during this Offer and Acceptance Period, and if the City chooses to honor our current contract, the timeframe for holding pricing from this RFP due date could be up to 19 months, since once the contract becomes effective, our pricing must be held firm 1 year. Even with our proposed quarterly price adjustments, the pricing would be potentially held for 10 months. We respectfully request a price adjustment be allowed prior to contract start.

- J. Submit all information that will aid the City in evaluating your proposal.**

Toter has reviewed this RFP and we understand and support the detailed requirements necessary to meet and exceed the product specifications and manufacturing requirements of these contracts. We have serviced the City of Tucson with this contract for 15 years and have significantly grown national sales under OMNIA (formerly National IPA). In addition to Toter information provided otherwise in this response, we believe that we have already demonstrated the experience and qualifications necessary to continue to meet or exceed the needs of the City and participating agencies, to further increase sales

through the national program, and to customize containers and services to tailor the many varied needs of customers. Toter is adept at flexibility and precision in critical rollout procedures and schedules for each scenario/project.

As an industry leader, Toter works to continuously provide new innovations and solutions to the industry. Any such new service or product that falls within the scope of the contract will be added. And our expanded sales team is ready to serve the Participating Public Agencies with our one-stop shopping experience for waste equipment needs.

Because we have held this contract with the City of Tucson since 1007, Toter will have no ramp up time needed in transitioning to a new contract. Our sales have increased exponentially from \$2.9K in our startup year of 2008, to \$26.5M in 2021! In short, Toter would flow into a new contract, concentrate on continuous improvements, and we will hit the ground running with any award to us!

Toter has included further services information within literature and other items included in our technical information section of our proposal.

7. Ordering and Invoices

- A. Describe your ordering capacity (telephone, fax, internet, etc). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.**

Toter accepts orders in writing, by email, fax, internet, other ecommerce methods (Ariba.com), or by mail. Toter's website describes our main products, custom and sustainable features of our products, technical data, overview of product, contact information, and more. Due to the customization of product and the competitive nature of our industry, Toter prefers to not share price lists online, but freely provides quotes to Participating Agencies upon request, as well as further documentation and/or our price list upon request.

- B. Describe the product delivery process and your delivery commitment. What are standard product delivery timeframes? Are there cut off dates and how are these dates communicated to customers?**

Utilizing all our resources for production and shipping options, we seek to deliver product to Participating Agencies (and all Toter customers) within timeframes to meet their needs. We provide lead times at time of order entry, based on production capacities, quantities for orders, timeframe for approval of markings and graphics, customizations that may require additional lead times, and estimated time to ship – at all times bearing the customer's needs in mind. These delivery timeframes are communicated in writing to the customer, via email, or as necessary via fax or mail.

Cut off dates are sometimes necessary when customers have specific delivery requirements. In these instances, Toter may require a Purchase Order, and all markings approved by a certain date, in order to meet the delivery timeframe required by the Participating Agency. This series of deadlines are delineated carefully at time of quotation to the Participating Agency.

- C. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.**

If an email address is provided, invoices are sent via email to the provided address (preferred). The invoices are sent to that email address automatically upon posting. Toter sends statements, but not summary invoices. Invoices can be mailed by customer preference. Toter has included a sample invoice within the "Technical Information" section of our proposal.

- D. What quantities are recommended for ordering? Can the City vary from these?**

Toter recommends orders in lots of truckload quantities of carts/products, since filling a truck always optimizes shipping costs. Less than full truckload quantities still incur a truckload of freight to ship. Therefore, orders for less than full truckload quantities may be made but may be at higher freight per unit.

Toter allows Participating Agencies to mix sizes of carts to make up full truckload quantities. This policy is helpful in utilizing all truck space and getting the best freight rate for product purchased. When mixing sizes, please note that Toter's minimum order quantity is 100 carts of any size on the truck, with all 100 being of the same model/size, color, markings and features.

8. Functional Requirements

- A. Provide documentation showing that offered containers have been fully automated for at least one (1) year.**

The City of Tucson itself has purchased fully automated containers since 1990, and other Toter customers dating back to 1986 (and semi-automated customers from 1980). Included in our attachments/information we have included a reference letter from Salt Lake City Corporation, a long-time roll cart purchaser using our current and past City of Tucson, AZ / OMNIA Partners contracts, and also purchasing carts from Toter for 35 years!

- B. Describe your containers compatibility with existing fully automated refuse collection vehicles.**

Toter has included all ANSI Testing results within our technical information section in our proposal. This battery of testing includes our compatibility with North American ANSI Type G (Automated) lifters, as well as ANSI Type B (Semi-Automated) lifters.

- C. Show documentation proving your containers capability of withstanding a minimum of 200 lbs. per square inch (psi) compression force during lifting and dumping operations without sustaining permanent damage, deformity or structure failure.**

Please note compression testing within the technical section of our proposal.

- D. Provide documentation explaining the containers durability in accordance with ANSI specification Z245.30-2008, Appendix D.**

Toter has included ANSI Testing results within the technical information included within this proposal. Please note that our testing has been performed using ANSI testing procedures and requirements within ANSI Z245.30-2008, the most current ANSI version and independently certified by a licensed professional engineer. However, our carts also meet or exceed all previous versions of ANSI Standards testing as well.

- E. Provide test results proving vertical stability of the container and its ability to withstand wind velocities of at least thirty (30) miles per hour in a wind tunnel.**

Toter has included wind stability testing results within the technical sections included within this proposal.



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

**Please note that Toter has answered questions within these pages.
We have included separately in our Proposal the non-modified RFP # 226024.**

9. EVALUATION PHASES

3. Price Proposal

- A. Provide price proposal as requested by downloading Attachment G - Excel Price Page.**

Toter has provided/uploaded pricing for the City of Tucson within Attachment G Excel file (City revised version).

- B. Although the City's preference is to have freight included in the per unit pricing for products delivered to the City of Tucson, the City is interested in establishing a contract that provides the City of Tucson and Participating Agencies the most advantageous pricing. If the proposed pricing model does not include freight in the per unit pricing, provide details of how freight will be applied, calculated, etc.**

Current freight is based on full truckload quantities. Our freight formula provides for per cart freight calculated by dividing the full load rate by the number of carts that will ship per a full load of carts:

- A. Model 76596** – ships 636 carts per load.
- B. Model 79296** – ships 624 carts per load.
- C. Model 79264** – ships 864 carts per load.
- D. Model 79248** – ships 912 carts per load.

At time of each order, Toter will provide a current freight rate, based on quantity of carts ordered, model/size, and any features affecting loading capacity (for example: shipping EVR II fully assembled versus standard 2/3 assembled). Toter is contracted with 193 transportation companies, and we requalify each monthly based on safety, quality, and insurance. Quotes (as with all container manufacturers) are based on miles from our point of origin to point of destination (City of Tucson). Rates still fluctuate in the aftermath/continuing COVID epidemic, for labor (both shortages and rising/fluctuating costs), fuel cost variances, and other factors. We wish to maintain fair pricing to the City not inflated by any margins, since volatility of costs continues to be unpredictable and outside of manufacturers and customers' control/predictability.



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

**Please note that Toter has answered questions within these pages.
We have included separately in our Proposal the non-modified RFP # 226024.**

9. EVALUATION PHASES

4. Qualifications and Experience

- A. Provide a brief history and description of your company. Describe your market position in the state and local government, educational and medical market spaces. State the amount of your firm's state and local government sales for 2022.**

Toter, LLC is a manufacturer and marketer of high quality plastic containers and related products for residential, industrial, commercial and retail accounts. The Company has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. The company organized in April 1983 as Applied Products, then as Toter Incorporated in April 1988. In 2007, the Company was acquired by Wastequip. Toter organized as Toter, LLC in June of 2012, and continues to operate as a subsidiary of Wastequip, LLC. Toter is a 100% U.S. owned company, and the largest roll cart rotational molder in North America. Headquarters for Toter is in North Carolina, among other Toter locations: Statesville, NC (headquarters/offices, distribution center, manufacturing facility); Salt Lake City, UT (manufacturing facility and distribution center); Acuna, Mexico (manufacturing facility); and Del Rio, TX (distribution center).

In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter is able to mold intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology produces products which offer important strength and durability advantages over "high stress" injection cart molding. As a result, Toter products have the longest useful life (15-20+ years of active service life), lowest life cycle costs, and the highest value compared to any other competitive product on the market.

Toter's patented EVR® carts (16, 21, 24, 32, 35, 48, 64, and 96 gallons) are compatible with all semi and fully automated refuse trucks in North America, and are the "World's Toughest Carts™." All are manufactured in full conformance with ANSI Standards Z245.30-2008 and Z245.60-2008. In addition, Toter offers a complete line of rear and side loading, semi-automated truck mounted cart lifters, 1, 2, 3, and 4 Cubic Yard Plastic Front Load Containers. Toter was also the first container manufacturer to

introduce a new color option for the industry – Granite. This upscale look allows municipalities to provide a low cost, permanent, upscale color to highlight new automated container programs.

Toter's municipal sales for the year 2021 were over \$50 million, including State and local customers (cities, states, counties, townships, boroughs, and other government/public agency customers).

B. Provide a statement of your annual sales for the past 3 years.

Toter's annual sales for 2019 was \$170 million, 2020 was \$180 million, and 2021 was \$208 million.

C. In order to evaluate the financial aspects of your company, submit your Dunn and Bradstreet Comprehensive Insight Plus Report.

Toter's FEIN is 56-1362422.

Toter and our parent company, Wastequip, no longer have a subscription to Dunn and Bradstreet (D&B). That subscription is exorbitantly expensive, and we have replaced D&B with a subscription to Experian. That report is attached covering Wastequip, LLC as Toter, LLC's parent company. We trust that this report will provide what is needed for the City to evaluate our company for financial stability. Please also see our "Points of Negotiation" included within our proposal.

D. Provide the total number and location of salespersons employed by your firm.

Toter's sales staff has expanded from 10 to 23 Regional Sales Managers within the past year, all based in key locations throughout the country, who will be responsible for field support of all Participating Agency locations. These industry experts will assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter also has in place 4 Regional Sales Directors over the above Sales Managers, plus Toter's executive level ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued.

Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support across North America and U.S. Territories.

E. Provide the total number and location of support centers (if applicable).

Toter employs 5 Customer Satisfaction Specialists and the Customer Service Supervisor at the Statesville, NC headquarters. An additional Customer Satisfaction Specialist is located in California for support for the West Coast. The Statesville, NC headquarters also houses administration for Toter representatives, plants and facilities. Our Wastequip parent company headquarters in Charlotte provides intracompany services of finance, purchasing, human resources, operations, and upper management level support of Toter.

F. Describe the qualifications of your sales personnel and technicians.

See below response to Item G.

G. Provide a listing of key personnel who may be assigned to the City's contract. Include their title within your organization and the description of the type of work they may perform. Please identify an executive corporate sponsor who will be responsible for the overall management of the awarded Master Agreement.

Each position's level of qualifications is based on the requirements for their activity with contracts. Key personnel are outlined below.

Primary Contacts for This Contract:

Laura P. Hubbard, Director of Municipal Sales, joined Toter in 1994 in customer service and is currently Director of Municipal Sales managing Toter's bid/contract department. In addition to managing the Bid/Contract Department, Laura works with our sales team and customers to successfully implement large projects for municipal cart sales. Through her 28 years at Toter she has gained experience through various positions in sales operations, municipal bids and contracts, and customer support that make her a valuable resource to both external and internal customers. She is an active member of NWRA's Women's Council and served as president in 2015. Laura earned her bachelor's degree in Marketing from Western Carolina University.

Kellie Clark, Sr. Manager, Bids/Contracts, joined Toter in 2003 and has been Manager of Bids/Contract and Bids/Contracts Assistant before her current position of Sr. Manager, Bids/Contracts. She is responsible for submitting Toter bids and proposals, negotiating contracts, maintaining contracts, and contract compliance among all Toter departments and sales personnel, and recently is responsible to oversee our parent company Wastequip's bidding and contract management. Kellie was awarded the Toter Sales Support Award in 2013. Prior to Wastequip and Toter, Kellie was in administration for the City of Danville, VA Purchasing Department, and held various positions in direct support to upper management (finance, real estate and manufacturing), and in developing and coordinating community education programs in a non-profit entity. She earned a Bachelors' degree in English from Greensboro College.

Please note that both Laura and Kellie can be reached at Toter's Statesville, NC Headquarters –

841 Meacham Road (Zip 28677-2983)
PO ox 5338 (Zip 28687-5338)
Statesville, North Carolina

704-682-3398 – Laura Hubbard's Cell Phone
704-768-2584 – Kellie Clark's Direct Phone
800-424-0422 – Ext 09584 – Kellie's Extension for Toll Free
lhubbard@wastequip.com – Laura's email
kclark@toter.com – Kellie's email

Other Personnel:

Derrick Masimer, Vice President of Sales Operations, joined Wastequip in 2007 as Regional Sales Manager, became Director of Sales, Technical Products in 2014, then became Toter's Director of Sales – East Division in 2015. In 2016 Derrick became Vice President of Sales Operations. In this role Derrick leads and works closely with the Toter Sales team on day-to-day execution of Toter's sales plan. Having vast experience in these positions from Regional Sales Manager to Vice President of Sales Operations has provided the experience necessary for quick and accurate decision making, sound business decisions, and creativity to satisfy customers and maintain Toter's business stance. Derrick has been in the Waste Management business for over 16 years. He attended the University of Colorado.

Kerry Holmes, Regional Director of Sales, joined Wastequip in February 2020 through the acquisition of CONFAB LLC. He is Regional Director of Sales for Wastequip to include sister companies of Toter and CONFAB for California, Nevada, Arizona and New Mexico. Responsibilities include managing our Regional Sales Managers, new business development, marketing, budgets, and inside sales teams. Kerry is a participant in the Wastequip CEO Circle and has over 35 years of experience in the Solid Waste and Recycling Industry.

Yolanda Garcia, Southwest Regional Sales Manager, joined Wastequip in June 2005 as the Office Manager. She quickly advanced to the Regional Sales Manager of the Southwest in April 2007. She manages all aspects of her region with municipalities, dealers, waste and recycling haulers, and end users to include sales, project management, sales forecasting, contact management, and general customer support for New Mexico and Arizona. Yolanda has been in the waste industry for over 24 years and has built many long-term relationships. She has won CEO circle awards numerous times and has won multiple SWANA awards.

- H. Summarize your experience in providing product and services similar to that outlined in the Scope of Work. Provide a minimum of three references for which you have provided similar products and services. References from other public agencies, particularly municipal governments, are preferred. Please include company name, address, phone, email, and contact person.**

Participating Agency	Contact	Address/Email/Phone
Fort Wayne, IN	Matt Gratz	200 E. Berry Street, Suite 425 Fort Wayne, IN 46802 matt.gratz@cityoffortwayne.org 260-427-6523
Fresno, CA	Su Fang	1325 El Dorado Street Fresno, CA 93706 su.fang@fresno.gov 559-621-1801
Visalia, CA	Danny Galindo	309 N. Cain Street Visalia, CA 93292 danny.galindo@visalia.city 559-713-4299
Prince George's County, MD	Marilyn Naumann	9200 Basil Court, Suite 300 Largo, MD 20774 menaumann@co.pg.md.us 301-780-6315
Washington DC	Marlon Wright	2750 Capitol Street SE Washington, DC 20032 marlon.wright@dc.gov 202-645-3902
Salt Lake City Corporation, UT	Chris Bell	2010 West 500 Street Salt Lake City, UT 84104-3526 christopher.bell@slcgov.com
Tucson, AZ	Pat Tapia	4004 S. Park Avenue Tucson, AZ 85814-1647 pat.tapia@tucsonaz.gov 520-791-3175

Albuquerque, NM	Paul J. Lopez	4600 Edith Blvd, NE Albuquerque, NM 87107-4043 pjlopez@cabq.gov 505-761-8142
Dallas, TX	Chatonya Tatum	2721 Municipal Street Dallas, TX 75215 chatonya.tatum@dallascityhall.com 214-670-8184
Denver, CO	Ken Arguello	201 W. Colfax Ave Dept 304, 11 th Floor Denver, CO 80202 ken.arguello@denvergov.org 720-337-1150
Fort Worth, TX	Christian Harper	100 Throckmorton St., Suite 700 Fort Worth, TX 6102 christian.harper@fortworthtexas.gov 817-713-1703

- I. Include in your discussion of price any volume discounts, minimum quantities, special offers, etc. that will provide deeper discounted pricing.**

Toter provides incremental volume discounts in our pricing structure. For larger projects, we seek to offer our lowest pricing based on delivery timeframes, and other circumstances that may affect pricing. In certain large projects with competitive strategies, pricing may be offered as lower than Master Agreement pricing. We have found that offering discounts off the base price for large projects gives us the opportunity to be flexible in competitive situations as required.

- J. Please submit any additional information that you feel is applicable to your firm's qualifications and experience.**

Toter has enjoyed the privilege of working with the City of Tucson and OMNIA (formerly National IPA) over the past 15 years in developing a partnership that has resulted in successful sales to over 300 Participating Agencies across the United States. We have many Public Agencies that utilize this contract for annual purchases each year with several large projects anticipated in 2023 from Public Agencies that currently benefit from this contract.

Unlike sales for many other types of products, our sales evolve over time, with most roll cart and container projects requiring months, even years, to come to the point of closing the deal. The longstanding relationships we have with so many Participating Agencies speaks to their satisfaction with the value of Toter carts and services compared to lower priced competition available on other co-operative purchasing contracts.

Finally, as the only rotational molded cart manufacturer, Toter has the advantage as the only supplier offering durable, long-lasting products that our customers want.

ERIN MENDENHALL
Mayor



DEBBIE LYONS, DIRECTOR
DEPARTMENT OF SUSTAINABILITY

September 29, 2022

Kellie Clark
Senior Manager, Bids/Contracts
Wastequip/Toter LLC

RE: Reference letter

Dear Kellie:

Salt Lake City Corporation has had a positive working relationship with Toter for over 35 years.

It is not uncommon to find Toter carts the City has purchased that are still in service over 20 years later. Toter's performance and the quality of their products have exceeded our expectations – with carts performing above and beyond. Even on the occasion they do not, their warranty policy and prompt handling of those claims is best in class.

We have always found the Wastequip employees that we have spoken with to be professional, friendly to work with and willing to go that extra mile to satisfy the customer and their request. This is an exceptional company, and we look forward to continuing our business relationship.

Please feel free to reach out to me with any questions.

Regards,

A handwritten signature in blue ink, appearing to read "CBell".

Chris Bell
Division Director
Waste and Recycling Division



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

Technical Information Attachments for Submittal

The following requested Technical Specification Documents are attached for Toter, LLC's RFP submittal.

9. EVALUATION PHASES

4. Product Requirements

- D. Offeror shall provide the most recent printed or video product literature with their proposal:**

The documentation for the following requirements is attached in this section.

1. Manufacturing process for containers.
2. Resin material type, manufacturer, and brand name.
3. Detailed lid/hinge assembly description and attachment.
4. Axle assembly material, dimensions, and attachment method.
5. Wheel material, dimensions, and attachment method.
6. Certification of recycle ability.
7. All product and/or material performance tests results as specified.
8. Container physical dimensions and wall and lid thickness.
9. Certified percentage of PCR material utilized.

5. Technical Requirements

- A. Offerors shall submit the most recent test results showing compliance with Scope of Work specifications. Test results must be from a certified independent testing facility and must clearly identify the facility that performed the tests.**



The documentation for certified testing requirements is submitted in this section.

- C. Offerors must supply documentation demonstration that post-consumer resin is of like quality to 90% or better virgin resin.**

The documentation for the following requirement can be found in this section.

- E. Offerors shall submit shop drawings for the lid and container showing the dimensions, lid and wheel attachment methods, and other specification requirements.**

These drawings are included in this section of our proposal.

- F. Offerors shall substantiate compliance with Scope of Services by attaching a copy of the actual resin manufacturer's Published Specification Sheet.**

Toter's resin data sheets are attached in this section of our proposal.

- G. Provide information or testing results on the proposed containers' useful life.**

ANSI Z245.30-2008 and ANSI Z245.60-2008 Standards documents are in this section of Toter's proposal.

8. Functional Requirements

- B. Describe your containers compatibility with existing fully automated refuse collection vehicles.**

Toter has included all ANSI Testing results within this section in our proposal. This battery of testing includes our compatibility with North American ANSI Type G (Automated) lifters, as well as ANSI Type B (Semi-Automated) lifters.

- C. Show documentation proving your containers capability of withstanding a minimum of 200 lbs. per square inch (psi) compression force during lifting and dumping operations without sustaining permanent damage, deformity, or structure failure.**

Please note compression testing within this section of our proposal.

- D. Provide documentation explaining the containers durability in accordance with ANSI specification Z245.30-2008, Appendix D.**



Toter has included ANSI Testing results within the technical information included within this proposal. Please note that our testing has been performed using ANSI testing procedures and requirements within

ANSI Z245.30-2008, the most current ANSI version and independently certified by a licensed professional engineer. However, our carts also meet or exceed the previous versions of ANSI Standards testing as well.

- E. Provide test results proving vertical stability of the container and its ability to withstand wind velocities of at least thirty (30) miles per hour in a wind tunnel.**

Toter has included wind stability testing results within this section of our proposal.

Toter®

Built for Extremes™

We promise that every cart, every can, and every product that's yet to be designed will be built for extreme toughness, extreme wear, and extreme purpose.

Extreme Toughness

- Advanced Rotational Molding™ and Rugged Rim® for superior strength and durability

Extreme Wear

- Industry-leading 12-year warranty

Extreme Purpose

- Comfortable handle height and smooth-rolling wheels for easy maneuvering – even when completely full





Built for Extremes™

How Advanced Rotational Molding Makes Toter Carts Superior

Toter's engineers and designers developed a revolutionary breakthrough in rotational molding known as Advanced Rotational Molding™ to create the World's Toughest Carts™.

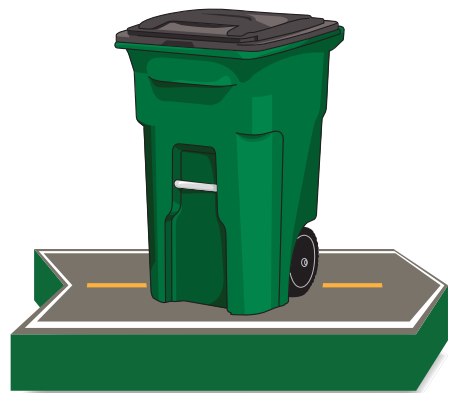
The process eliminates built-in stress, weakness, and brittleness associated with injection-molded products. In addition, Toter's use of medium density polyethylene (MDPE) is specifically engineered for toughness and high impact resistance. This results in a stronger cart than injection-molded carts made with high density polyethylene (HDPE), which is rigid, brittle, and offers poor impact resistance.

Advantages of Advanced Rotational Molding:

- Superior toughness and durability
- Single-piece product design – no seams
- Consistent wall thickness
- Stress-free, zero-pressure product
- Unique design and structural capabilities like Rugged Rim®, nestable when fully assembled, and granite finish
- UV stable
- Custom colors
- Corrosion- and chemical-resistant
- Ability to mold in graphics



How Toter Can Save You Money



DAY ONE

When you receive your Toter carts, they are stackable, nestable and ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load.

Cities and haulers save between \$2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.



YEARS 0-10

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance. With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart, (along with your happier customers)



YEARS 11-12

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



YEARS 13-20

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

ADD IT UP

Delivery savings = \$2 to \$3/cart

Cart Maintenance savings = \$4 to \$5/cart

12-Year Body Warranty = \$5 to \$7/body

or \$7 to \$9/cart

Longer Service Life = \$38/cart

Total Savings = \$44 to \$46 per cart!

20 YEARS OF SAVINGS



Toter®
Built for Extremes™



12 YEARS WORRY-FREE

It feels good to own a cart without repair worries. That's why every Toter cart is backed by a 12-year body warranty, the best in the industry – for your peace of mind. There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are designed to keep working long after others fail –more than 2x longer. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. To learn how Toter can offer you significant savings, visit [TOTER.COM](https://www.toter.com)



Toter®
Built for Extremes™

Benefits and Advantages of Our Process



- Superior toughness and durability
- Single-piece product design
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish

MORE PRODUCTS AVAILABLE AT TOTER.COM

A collage of various Toter products including different sizes and colors of trash bins, a large green dumpster, a yellow lift, and a bear interacting with a bin.





Have I played pickleball? No. But have I heard of pickleball? Yes. The sport has been exploding in popularity recently, making itself known even to people who don't play it.

[Even NBA star LeBron James is getting into the game](#), with James' LMR Venture investment arm buying a major league pickleball team "as part of an all-star consortium" that also includes Kevin Love and Draymon Green, Scott Suttel of our sister paper *Crain's Cleveland Business* writes.

But I didn't realize until recently just how much the sport uses plastics.

Let's start with the balls, typically made with a hard plastic — primarily low density polyethylene — or occasionally a foam for indoor play. The best balls, according to most websites, [are made using rotational molding](#), since injection molded balls that are welded together can break apart during repeated play.

Then there are the paddles, typically made with a plastic inner core such as polypropylene, and a cover using fiberglass, carbon fiber, graphite or some combination of those materials. The material selection and composition are vital, according to [the website Pickleball Effect](#), because they affect the size of each paddle's "sweet spot," as well as power and speed during play.

So as the sport continues to grow, expect more investments in plastics to keep players in the game.



Kickstart is a daily email written by *Plastics News* Managing Editor Rhoda Miel that arrives in your inbox as you start the day to give you a quick snapshot about what's happening in the plastics industry. Email her at rmiel@crain.com or follow her on Twitter @PNRhodaMiel.

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Plastics News
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Toter®

Built for Extremes®

EV GREEN

TOUGH ON THE JOB. EASIER ON THE PLANET.



THE INDUSTRY'S FIRST
100%
RECYCLED
CART BODY



Toter carts are easy to tilt and roll to the curb.

Built for Extremes!

EXTREME PURPOSE

Toter carts are designed and built for function, with craftsman-like attention to detail. With ideal handle height, rugged wheels, and best-in-class ergonomics, maneuvering is a breeze, even when completely full.

EXTREME STABILITY

Stable and steady, Toter carts can easily stand up to wind as well as the day-to-day abuse of curbside collection. And they won't fall over when they're returned to the curb after dumping.

Committed to SUSTAINABILITY

In 2020, Wastequip (Toter's parent company) introduced its Corporate Responsibility program (CORE). As part of this program, Toter has committed to **reducing the amount of virgin resin used in our entire cart manufacturing operation by 25%**. This commitment, known as **Project25**, will help reduce Toter's carbon footprint by at least 9% per cart.*



To achieve the commitments outlined in **Project25**, **Toter will incorporate post-consumer (PCR) and post-industrial (PIR) sources of recycled material for our most popular colors**. Additionally, Toter will offer material traceability so customers will know the amount PCR and PIR used in their order. cart's environmental footprint comes from resin.



Contributing to the creation of this sustainable process, **Toter will also be accepting used Toter carts**, which are then shredded and molded to produce new product. Of course, no matter how much recycled content goes in, or how much virgin resin we keep out, all of our carts offer the legendary Toter toughness and durability, which is a critical component in helping decrease a cart's carbon footprint.

With **Project25**, Toter continues to be a leader in the industry in the manufacture of carts that are more sustainable without sacrificing construction quality or color selection. Find out more about our LCA and **Project25**, and how to help reduce the carbon footprint of your carts at toter.com.

With **Project25**, Toter continues to lead in the industry in manufacturing carts that are more sustainable without sacrificing quality or color selection. Find out more about our LCA and **Project25**, and how to help reduce the carbon footprint of your carts at toter.com.

* In 2020, Wastequip commissioned Resource Recycling Systems to conduct an ISO 14044 compliant life cycle assessment (LCA) with critical review that evaluated the cradle to grave carbon footprint of a Toter cart. The LCA estimated that 62% of a Toter cart's environmental footprint comes from resin.

THE INDUSTRY'S FIRST 100% RECYCLED CART

A first for Toter, and a first for the industry: Toter's EVR-Green cart, the very first cart manufactured from 100% recycled content.

Manufactured via Toter's Advanced Rotational Molding Process, the EVR-Green retains the toughness for which Toter is known, including long service life and durability. With a body manufactured from 100% recycled material, it is the most sustainable cart in the market today.

EVR-GREEN CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.

Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.



Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.

ADDITIONAL FEATURES

- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection
- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



WARRANTY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.

SPECIFICATIONS

Available in 24, 48, 64, 96 -gallon sizes

Size	Description (L x W x H)	Wheel Size	Load Rating
32 Gallons	24.25" x 19.75" x 37.50"	8"	112 lbs. / 50.8 kg
48 Gallons	28.75" x 23.50" x 37.50"	10"	168 lbs. / 76.3 kg
64 Gallons	31.75" x 24.25" x 41.75"	10"	224 lbs. / 101.6 kg
96 Gallons	35.75" x 29.75" x 43.25"	10"	335 lbs. / 152.0 kg

Available in Black only (Body, Lid and Wheels)



Advanced Rotational Molding™ Process

How is a tough-as-nails Toter® cart manufactured? It begins with our patented Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle.

The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with injection-molded products.

The mold is then transferred to the cooling chamber for curing. The cooling cycle is controlled to optimize the final product's impact strength and performance. After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and Advantages of Our Process

Advanced Rotational Molding™ eliminates the built-in stress, weakness and brittleness associated with injection-molded products. In addition, Toter uses linear medium-density polyethylene (MDPE) that is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high-density polyethylene (HDPE), which is rigid and brittle and offers poor impact resistance.

- Superior toughness and durability
- Single-piece product design — no seams
- Consistent wall thickness
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish





Toter[®]

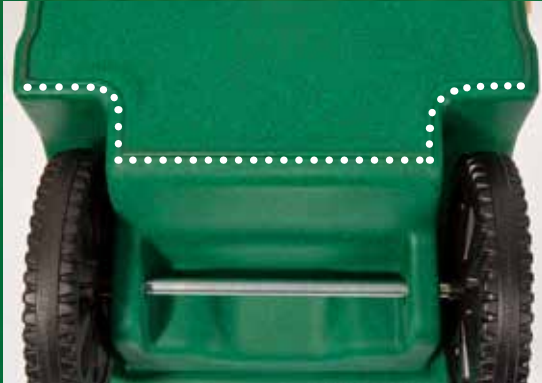
Built for Extremes[®]

EVRII CARTS



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim® to extend the life of the cart.

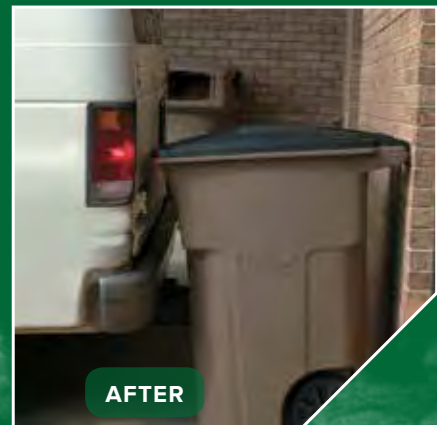
Think Tough.

Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike injection molded carts
- Tough and durable
- 12-year body warranty
- Fade-resistant



Toter carts are extremely impact-resistant – they flex, but don't break.



CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.



- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



96-gallon EVRII Universal / Nestable

Part Number:

79296

Size (l x w x h)

35-1/2" X 29-3/4" X 43-1/2"

Load Rating

335 lbs/151.9 kg

Wheel Diameter

10"



35-gallon EVRII Universal

Part Number:

79235

Size (l x w x h)

23-3/4" X 19-3/4" X 38-1/4"

Load Rating

122 lbs/55 kg

Wheel Diameter

10"



64-gallon EVRII Universal / Nestable

Part Number:

79264

Size (l x w x h)

31-1/2" x 24-1/4" x 41-3/4"

Load Rating

224 lbs/101.6 kg

Wheel Diameter

10"



32-gallon EVRII Universal / Nestable

Part Number:

79232

Size (l x w x h)

24" x 19-3/4" x 37-1/2"

Load Rating

112 lbs/50.8 kg

Wheel Diameter

8"



48-gallon EVRII Universal / Nestable

Part Number:

79248

Size (l x w x h)

28-3/4" x 23-1/2" x 37-1/2"

Load Rating

168 lbs/76.3 kg

Wheel Diameter

10"



21 & 24-gallon EVRII Universal**

Part Number:

79221 & 79224*

Size (l x w x h)

23-1/2" X 19-3/4" X 34-1/2"

Load Rating

21 gal- 73.5 lbs/33.4 kg

24 gal- 84.0 lbs/38.1 kg

Wheel Diameter

10"



16-gallon EVRII Universal / Nestable**

Part Number:

79216

Size (l x w x h)

24" x 19-3/4" x 37.25"

Load Rating

56 lbs / 25 kg

Wheel Diameter

10"

* Does not nest when fully assembled.

** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Toter organics carts are leak-resistant with a fully enclosed stop bar journal under normal usage.

Available in 21-, 32-, 48-gallon sizes



EXCEEDS ANSI STANDARD
Independently tested to
withstand 6-1/4 lbs per gallon.

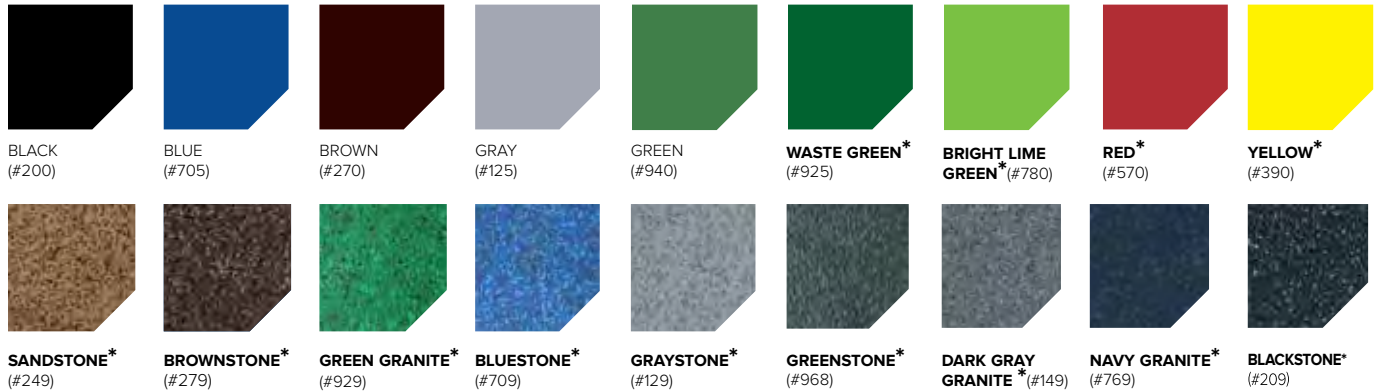
Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

OPTIONAL FEATURES:

Lids to keep critters out with a locking gravity latch that opens automatically when cart is picked up by the waste collector

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Available at an additional charge

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVRII Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.



Toter carts are compatible with both fully automated arms (left) and semi-automated lifters (right).



STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVRII Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.



**TOTER® EVR™ II UNIVERSAL/NESTABLE
MODELS #79296, #79264, #79248
PRODUCT SPECIFICATIONS**

MATERIAL/PROCESS

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer. Cart lid is molded with equivalent polyethylene materials (HDPE). Toter plastic containers may be manufactured using rotational grade post-consumer resin (PCR), and postindustrial (PIR) sources of recycled materials. Any levels of recycled resin used by Toter depend upon the color of cart (darker colors show fewer impurities and can accept higher recycled content). And, foremost, any recycled material of any classification must:

- (1) meet Toter's high quality standards and
- (2) be available at the time of production

CART LID

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270° with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish.

CART BODY

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. The bottom of the container features an in molded bottom wear strip for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter, zinc plated steel tubing and is factory installed. Stop bar rotates 360° inside molded plastic journals in the cart body during cart pickup to prevent bar damage. Integrally molded upper lift point serves as pick up point and pull handle.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

WHEELS

Wheels are one piece 10" x 1.75" (nominal) blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

BODY MARKINGS

Custom sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body. Manufacturer's name/code molded into the side.

NESTABILITY

Nestable design allows FULLY ASSEMBLED Model 79296, 79264, and 79248 carts to be stacked one inside another for storage and delivery efficiency and cost savings.

COLOR

Ultraviolet stabilized, non-fading standard colors in Green (#940), Blue (#705), Brown (#270), Gray (#125) or Black (#200). Special Granite colors for body (solid standard color lid) are also available for an additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

DIMENSIONS

Model #	<u>79296</u>	<u>79264</u>	<u>79248</u>
Length:	35.50"	31.50"	28.75"
Width:	29.75"	24.25"	23.50"
Height:	43.50"	41.75"	37.50"

WALL THICKNESS

Toter's rotationally molded container has a wall thickness throughout the cart body:

Model 79296 – minimum nominal 0.172"

Model 79264 – minimum nominal 0.164"

Model 79248 – minimum nominal 0.154"

LID THICKNESS

Model 79296 – minimum nominal 0.120"

Model 79264 – minimum nominal 0.120"

Model 79248 – minimum nominal 0.120"

CAPACITY

Volume is 96.36 for Model 79296, 64.40 for Model 79264, and 48.14 for Model 79248 in US Gallons, body of containers only.

FINISHED WEIGHT

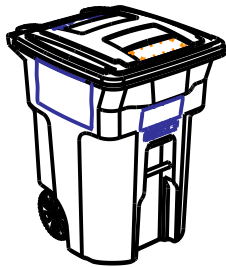
Fully Assembled – 31.90 pounds for Model 79296, 25.90 pounds for Model 79264, and 23.80 pounds for Model 79248.

LOAD RATING

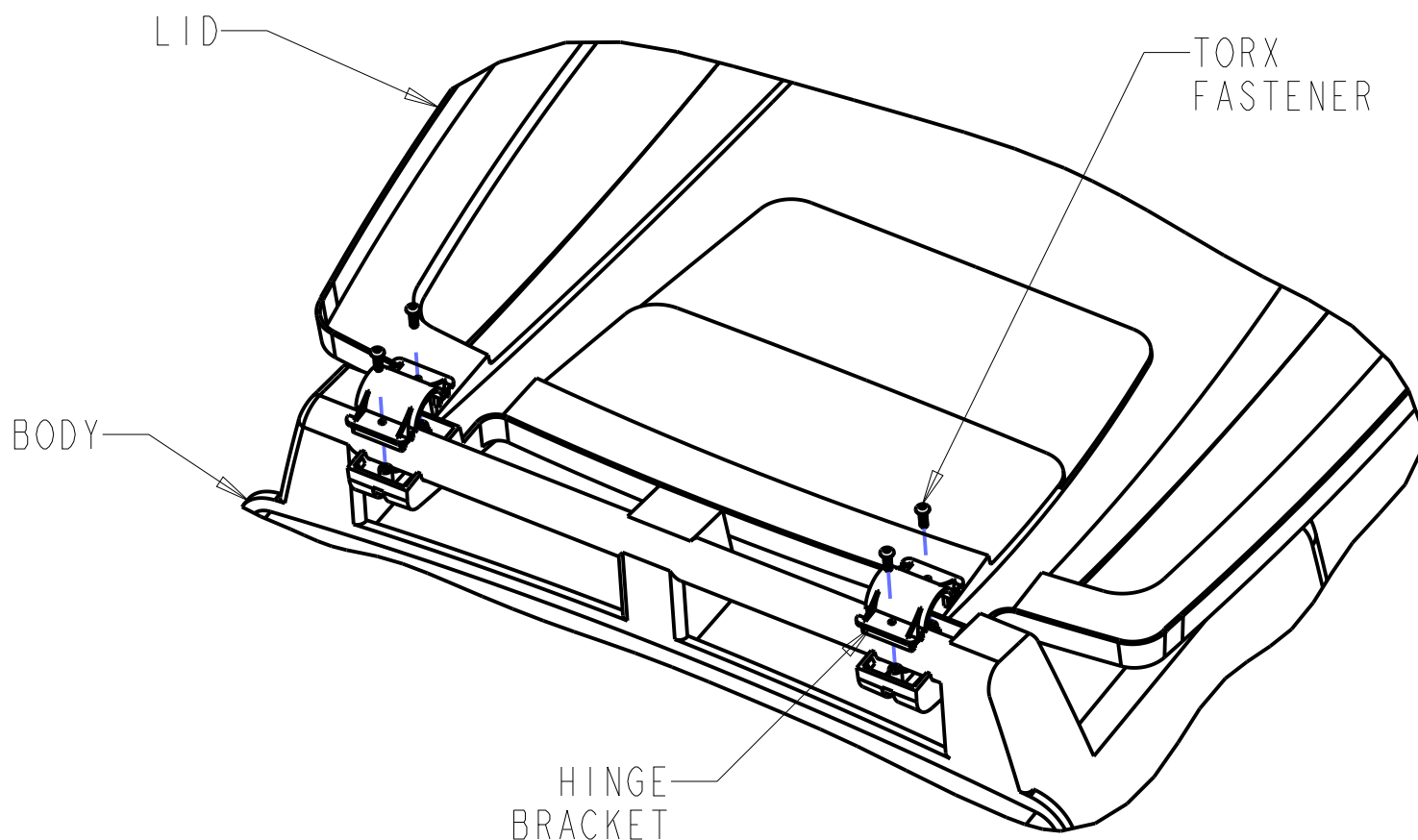
Conforms with ANSI Standard Z245.30, which limits maximum load rating to 3.5 pounds per gallon.
Load Ratings: Model 79296 is 335 lbs., Model 79264 is 224 lbs., and Model 79248 is 168 lbs.

WARRANTY

Container body is covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.



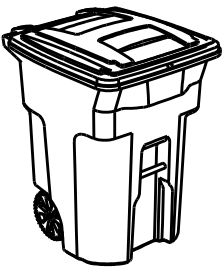
Cart Lid Disassembly



Lid Disassembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Unscrew torx fasteners from hinge bracket holes.
4. Unsnap hinge brackets from lid hinges.
5. Remove lid.

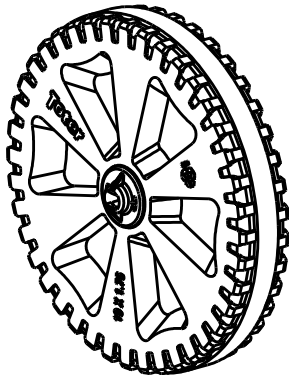


EVR II Cart Assembly

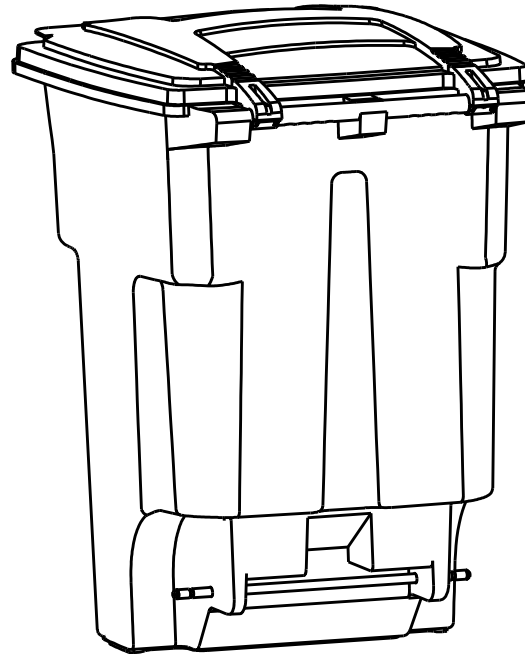
with Snap-On Wheels and Lids Shipped Pre-installed

For Toter Cart Models: 79221, 79224, 79235, 79248, 79264, 79296

Wheel



Body & Lid

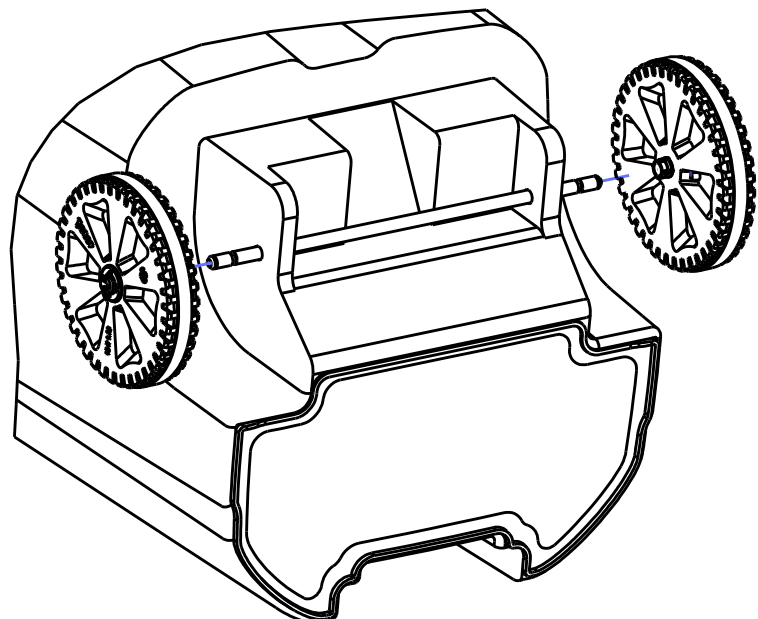


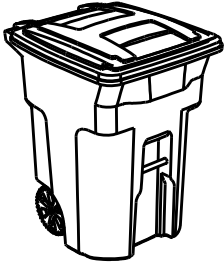
Please note:

Toter carts will be shipped in our standard manner, as "2/3 assembled". This means that carts will be shipped with lid, stop bar and axle factory installed. Only the wheels remain to be installed to make carts ready for use. (The bottom cart of each stack of carts will have wheels attached for ease of moving stacks from the truck to intended destination.)

Wheel Assembly

1. Lay down cart on front side.
2. For carts without axle pre-installed, slide axle through journals in cart bottom.
3. Slide a wheel, spacer side facing cart body on axle.
4. Holding axle push wheel until hub snaps into groove in axle.
5. Repeat on other side. Stand cart upright on wheels.



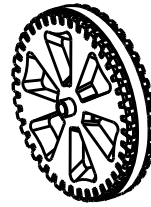


EVR II Cart Assembly

Palnut



Wheel

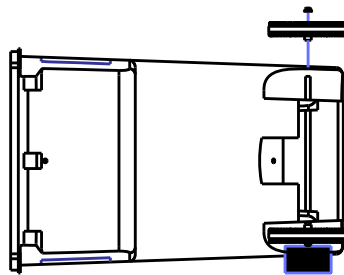


Please note:

Toter carts will be shipped in our standard manner, as "2/3 assembled". This means that carts will be shipped with lid, stop bar and axle factory installed. Only the wheels remain to be installed to make carts ready for use. (The bottom cart of each stack of carts will have wheels attached for ease of moving stacks from the truck to intended destination.)

Wheel Assembly

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Drive palnut onto axle with hammer.
4. Flip cart and repeat. Stand cart upright on wheels.





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

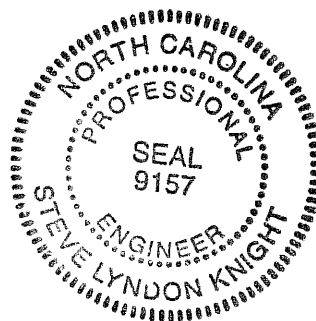
The volume contained in the body is 96.36 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

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CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

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CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

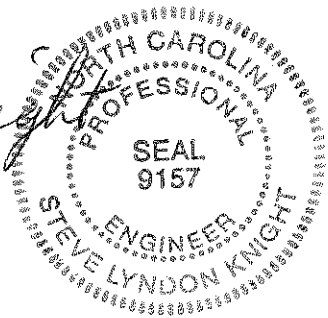
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 13, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

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CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79296

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

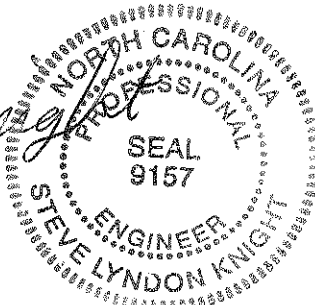
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

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CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

The average height of the handle was 33 1/8" above the ground at its center of balance position.

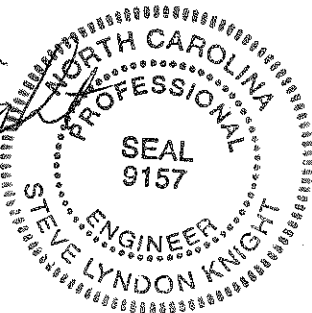
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

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CERTIFICATION OF FORCE TO TIP TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed

COMMENTS

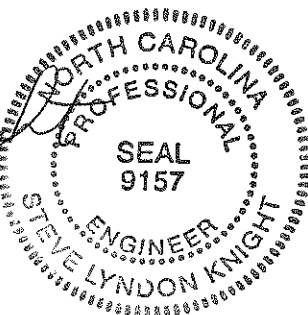
The cart was tipped toward the point of balance with an average force of 67.6 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

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CERTIFICATION OF LID TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

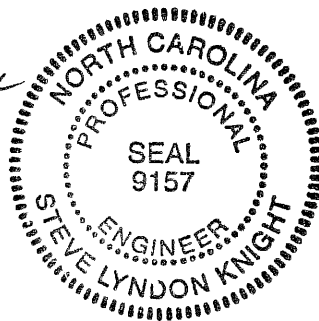
The cart lid (part number 96796) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

**CERTIFICATION OF WASTE CONTAINERS COMPATIBILITY
DIMENSIONS**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

SPECIFICATION STANDARD

ANSI Standard Z245.60-2008 Section 7.1, Type B

RESULTS

Passed

COMMENTS

None

CERTIFICATION

I hereby certify that the verification I witnessed on February 4, 2012 confirmed that the dimensional requirements of the referenced specification standard are within the specified ranges.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

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Statesville, NC 28677
Phone (704) 878-2996
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**CERTIFICATION OF WASTE CONTAINERS COMPATIBILITY
DIMENSIONS**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

SPECIFICATION STANDARD

ANSI Standard Z245.60-2008 Section 7.4, Type G

RESULTS

Passed

COMMENTS

None

CERTIFICATION

I hereby certify that the verification I witnessed on February 4, 2012 confirmed that the dimensional requirements of the referenced specification standard are within the specified ranges.

Respectfully submitted,



Steve L. Knight, PE

TESTING REPORT

DATE: 15 August 2002

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Toter EVR-II, 96 gallon

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

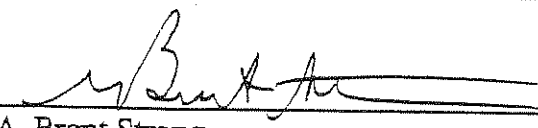
MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening -- front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	43 mph	46 mph	50 mph


A. Brent Strong
Professor, Manufacturing Engineering Technology
Brigham Young University, Provo, UT 84602

STEVE L. KNIGHT, PE

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CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 96 GALLON EVRII CART PART NO. 79296

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times.
- d) Record maximum force and any damage.

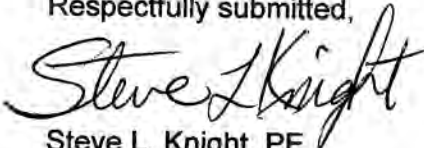
RESULTS:

Passed, no damage was observed. The force readings were 429.4 lbs., 439.5 lbs., and 427.3 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) were 214.7 psi, 219.8 psi, and 213.7 psi.

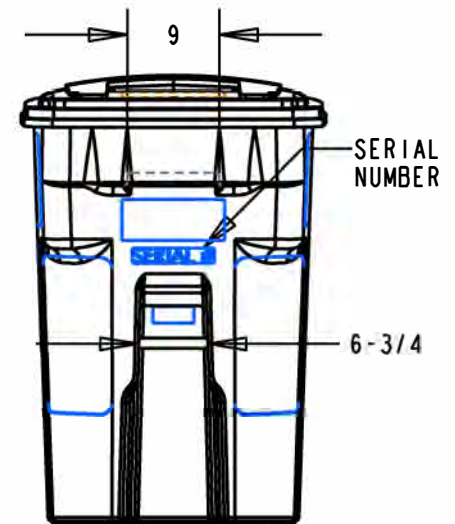
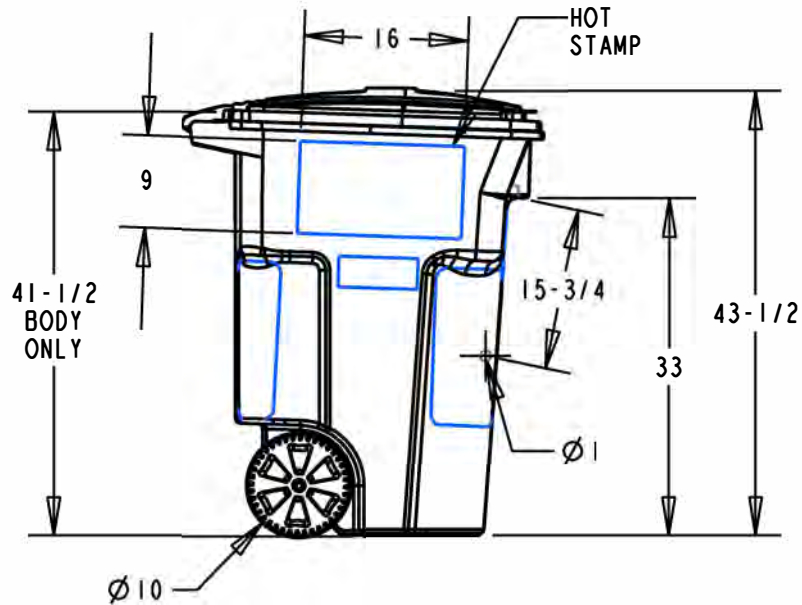
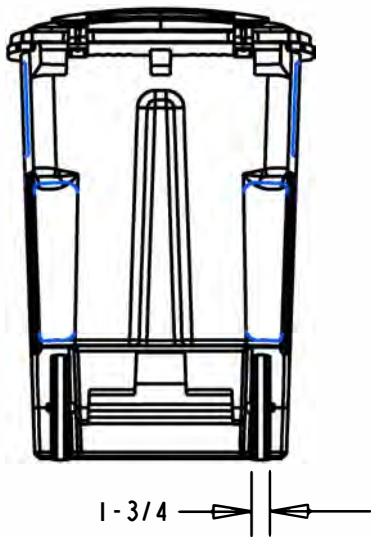
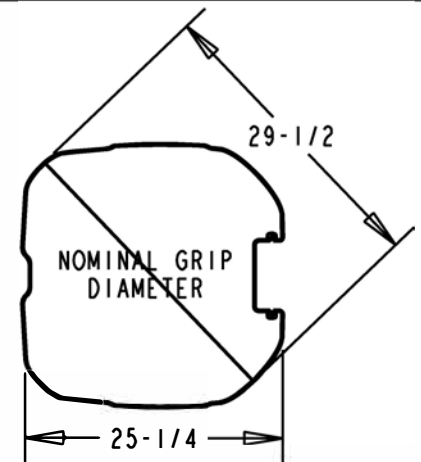
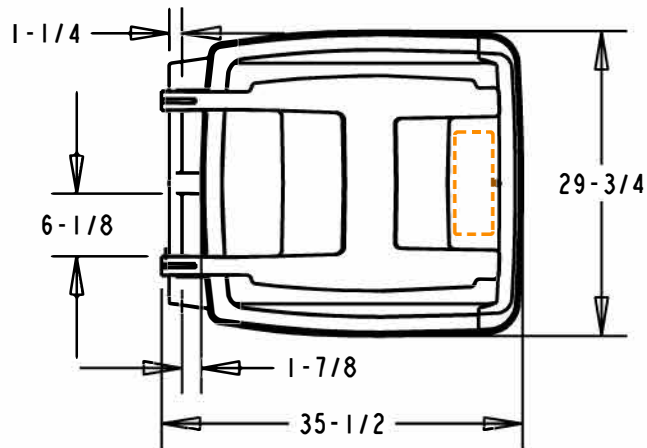
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.


Respectfully submitted,


Steve L. Knight, PE





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PART NO.	79296		TITLE: 96 GALLON EVR II UNIVERSAL CART				
LOAD RATING:	335 lbs.						
		26.2 cu.ft.	SCALE: 1:20	DATE: 09-Mar-04			
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.				DRAWING NO.	PS-1175	



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 64.4 gallons.

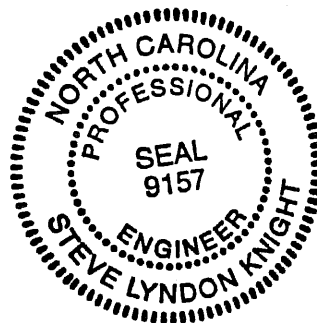
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79296**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

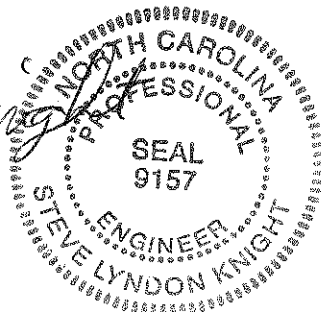
An automated cart dumper was used to dump the cart with a load of 335 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

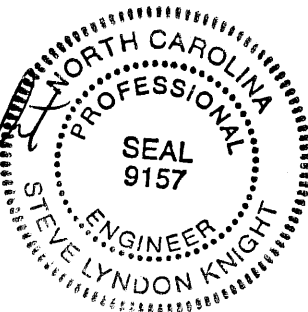
The cart remained stable in all four directions during the loaded test.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 17, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

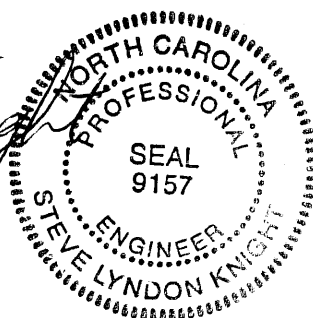
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 19 through December 20, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79264

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

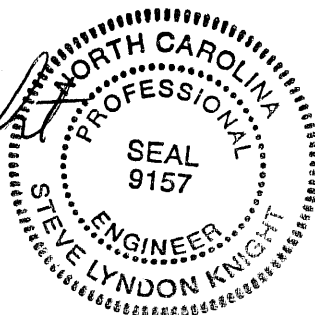
A Toter Trimlift II cart dumper was used to dump the cart with a load of no less than 224 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 17 through December 20, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of no less than 224 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from December 19 through December 30, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

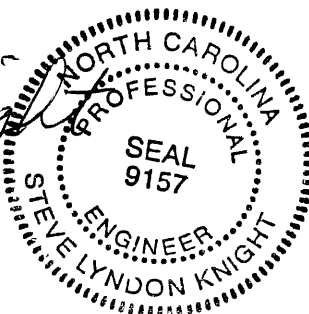
The average height of the handle was 33 5/16" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 224 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 48.8 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 18, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 94764) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on December 17, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

**CERTIFICATION OF WASTE CONTAINERS COMPATIBILITY
DIMENSIONS**

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

SPECIFICATION STANDARD

ANSI Standard Z245.60-2008 Section 7.1, Type B

RESULTS

Passed

COMMENTS

None

CERTIFICATION

I hereby certify that the verification I witnessed on February 4, 2012 confirmed that the dimensional requirements of the referenced specification standard are within the specified ranges.

Respectfully submitted,



Steve L. Knight, PE



STEVE L. KNIGHT, PE

1507 Mt. Vernon Ave
Statesville, NC 28677
Phone (704) 878-2996
FAX (704) 878-8887

**CERTIFICATION OF WASTE CONTAINERS COMPATIBILITY
DIMENSIONS**

**TOTER® 64 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79264**

SPECIFICATION STANDARD

ANSI Standard Z245.60-2008 Section 7.4, Type G

RESULTS

Passed

COMMENTS

None

CERTIFICATION

I hereby certify that the verification I witnessed on February 4, 2012 confirmed that the dimensional requirements of the referenced specification standard are within the specified ranges.

Respectfully submitted,



Steve L. Knight, PE

TESTING REPORT

DATE: 27 January 2003

SUBJECT: Trash carts

PRODUCT IDENTIFICATION: Toter EVR II - 64 gallon size

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: The specification varies from site to site depending upon prevalent wind conditions, etc.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. In one set of tests, the bottom of the cart is placed against a 6 inch brace (like a curb) to prevent the cart from rolling or sliding. In another set of tests no brace is used.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified volometer.
6. Measure the air velocity to tip the cart, either free-standing or against the curb if it has rolled or slid.
7. Test cart in three orientations toward the wind tunnel opening - front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	40 mph	46 mph	46 mph

SUMMARY: The cart was stable in moderate to high winds.



A. Brent Strong
Professor, Manufacturing Engineering
Brigham Young University
265 CTB
Provo, UT 84602

CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER[®] 64 GALLON UNIVERSAL/NESTABLE CART PART NO. 79264

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

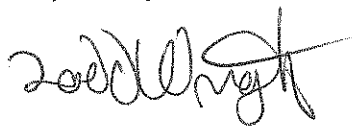
RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) exceeded 200 psi.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

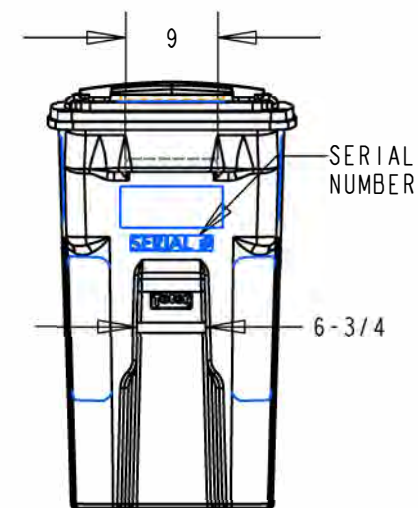
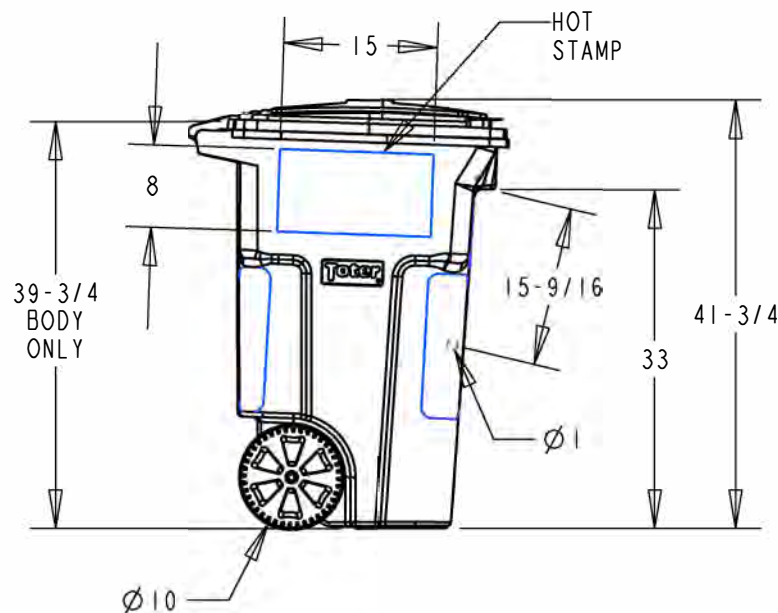
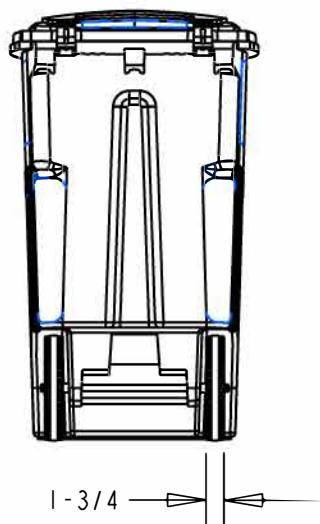
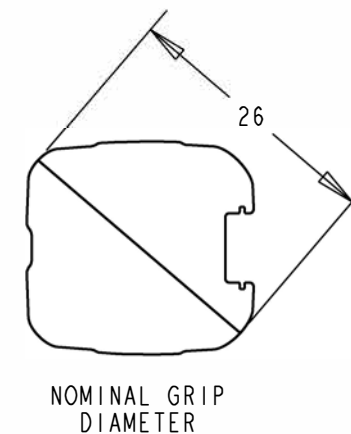
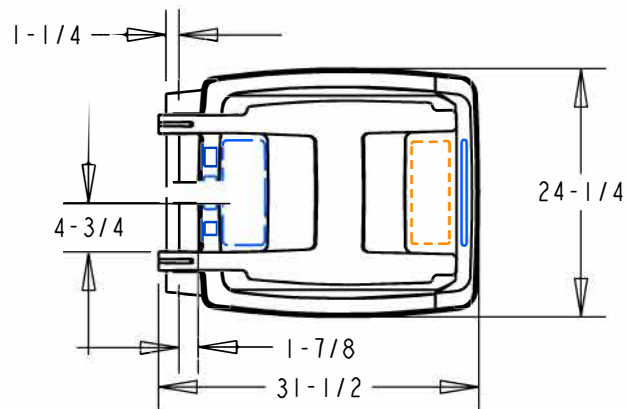
Respectfully submitted,




Todd E. Wright

09-07-07





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PART NO.	79264	TITLE: 64 GALLON EVR II UNIVERSAL CART		
LOAD RATING:	224 lbs.			
	SCALE: 1:20	DATE:	16 - Mar - 04	
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.			DRAWING NO. PS-1174



STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 48.14 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF SLOPE STABILITY TEST

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 168 lbs.

RESULTS: Passed

COMMENTS

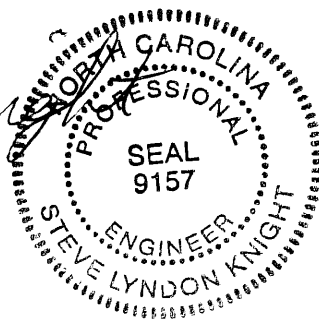
The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF DURABILITY DURING PULLING

TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79248

TEST METHOD

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

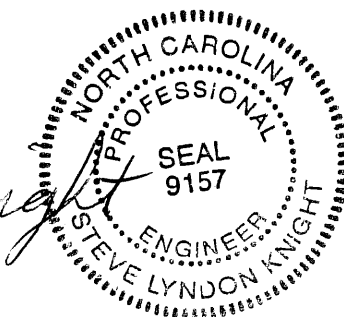
The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, through August 2, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 168 lbs.

RESULTS: Passed (semi-automated dumping)

COMMENTS

A Toter Trimlift II cart dumper was used to dump the cart with a load of 168 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

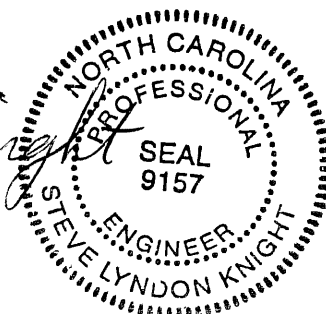
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 26 - 27, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LOADING AND UNLOADING TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 168 lbs.

RESULTS: Passed (automated dumping)

COMMENTS

An automated cart dumper was used to dump the cart with a load of 168 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from August 28 - 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

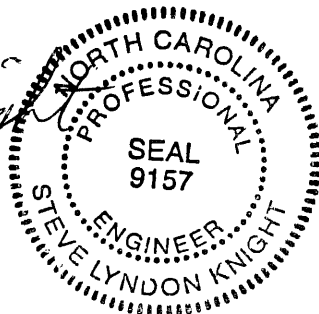
The average height of the handle was 29 3/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight
Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF FORCE TO TIP TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 170 lbs.

RESULTS: Passed

COMMENTS

The cart was tipped toward the point of balance with an average force of 37.3 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

CERTIFICATION OF LID TEST

**TOTER® 48 GALLON EVR II UNIVERSAL NESTABLE CART
PART NO. 79248**

TEST METHOD

ANSI Standard Z245.30-1999 Appendix G

RESULTS: Passed

COMMENTS

The cart lid (part number 79748) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight

Steve L. Knight, PE



**CERTIFICATION OF WASTE CONTAINERS COMPATIBILITY
DIMENSIONS**

**TOTER[®] 48 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79248**

SPECIFICATION STANDARD

ANSI Standard Z245.60-2008 Section 7.1, Type B

RESULTS

Passed

COMMENTS

None

CERTIFICATION

I hereby certify that the verification I witnessed on February 4, 2012 confirmed that the dimensional requirements of the referenced specification standard are within the specified ranges.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Todd Wright". The signature is stylized with a cursive-like flow.

Todd Wright

**CERTIFICATION OF WASTE CONTAINERS COMPATIBILITY
DIMENSIONS**

**TOTER[®] 48 GALLON EVR II UNIVERSAL NESTABLE CART BODY
PART NO. 79248**

SPECIFICATION STANDARD

ANSI Standard Z245.60-2008 Section 7.4, Type G

RESULTS

Passed

COMMENTS

None

CERTIFICATION

I hereby certify that the verification I witnessed on February 4, 2012 confirmed that the dimensional requirements of the referenced specification standard are within the specified ranges.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Todd Wright". The signature is stylized with a large, looped "T" and a cursive "Wright".

Todd Wright

TESTING REPORT

DATE: 15 August 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Toter EVR-II, 48 gallon

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

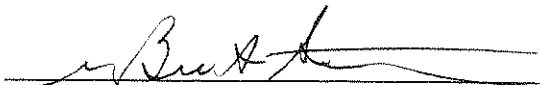
MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening — front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	41 mph	40 mph	52 mph


A. Brent Strong
Professor, Manufacturing Engineering Technology
Brigham Young University, Provo, UT 84602



CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 48 GALLON UNIVERSAL/NESTABLE CART PART NO. 79248

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate (force/2 in²) exceeded 200 psi.

CERTIFICATION

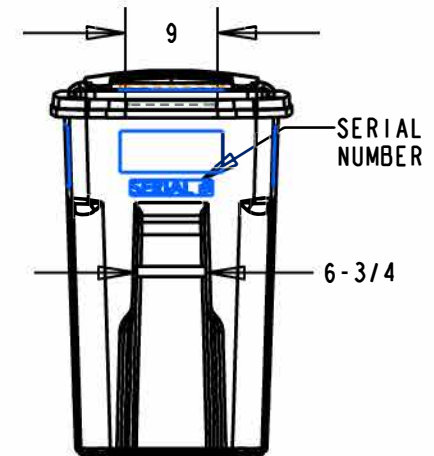
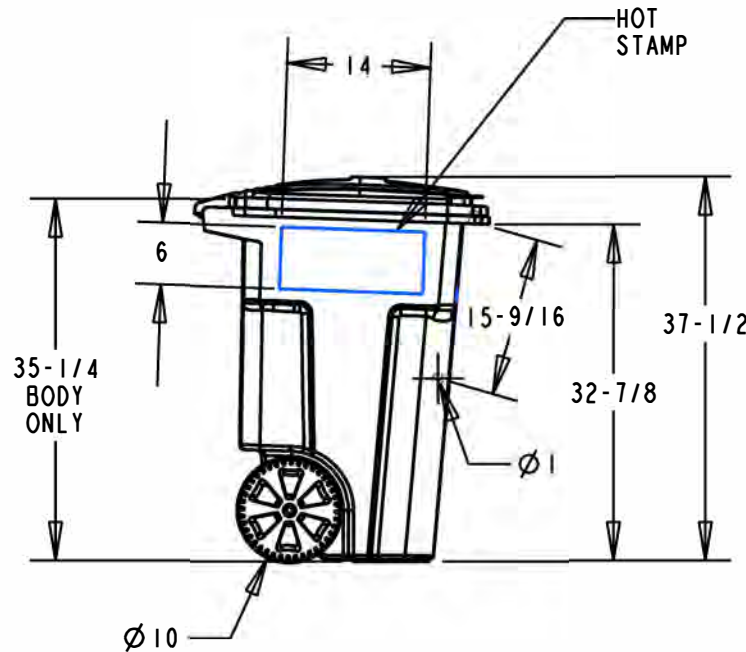
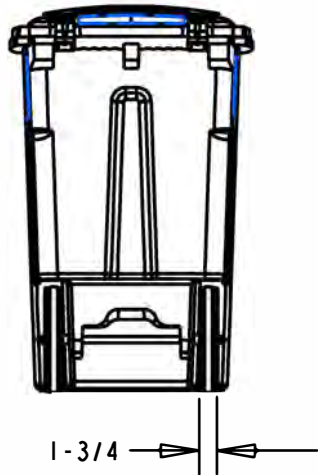
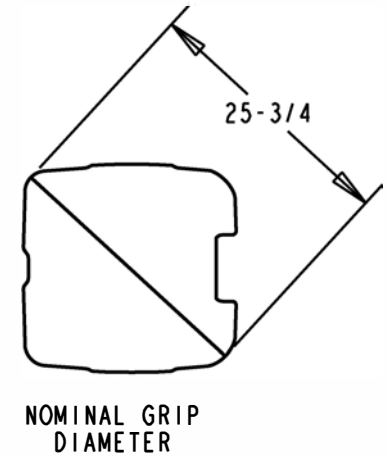
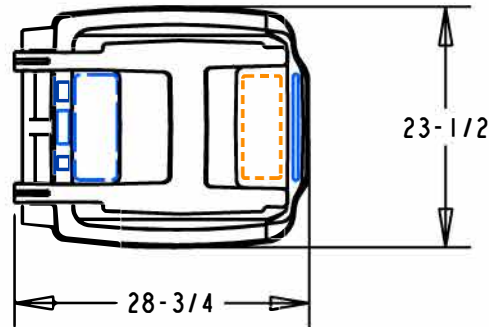
I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

Respectfully submitted,


Todd E. Wright

09-07-07





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PART NO.	79248		TITLE:		 STATESVILLE, N.C.
LOAD RATING:	168 lbs.		48 GALLON EVR II UNIVERSAL CART		
		SCALE: 1:20	DATE:	17-Mar-04	
FEATURES:	RUGGED RIM. Nestable fully assembled. Rotating steel stopbar.				
			DRAWING NO.	PS-1173	A

EVR-1 CARTS



Toter®
Built for Extremes®



**TOTER® EVR™ | Universal
Model #57596
PRODUCT SPECIFICATIONS**

MATERIAL/PROCESS

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer. Cart lid is molded with equivalent polyethylene materials (HDPE). Toter plastic containers may be manufactured using rotational grade post-consumer resin (PCR), and postindustrial (PIR) sources of recycled materials. Any levels of recycled resin used by Toter depend upon the color of cart (darker colors show fewer impurities and can accept higher recycled content). And, foremost, any recycled material of any classification must:

- (1) meet Toter's high quality standards and
- (2) be available at the time of production.

CART LID

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270 degrees with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

LID MARKINGS

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish. Space available for two (2) custom markings hot stamped onto lid in White.

CART BODY

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.

Ultra-High Frequency (UHF) RFID Tag may be installed into handle of cart body at factory. Bar Code/Serial Number combination single graphic may be applied/installed at factory.

WHEELS

Wheels are 10" x 1.75" (nominal), blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

BODY MARKINGS

Custom sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, with sequence from the City. Manufacturers name/code and month/year of manufacture molded into the side. Space available for custom City marking on both sides of cart body in White, and additional space available for custom City marking on the front of the cart body in White. Space available for bar code graphic applied at factory.

COLOR

Ultraviolet stabilized, non-fading standard solid colors in Green body and lid (#940 Green) or Blue body and lid (#705 Blue). Other available solid colors: Brown (#270), Gray (#125) or Black (#200). Special Granite colors for body (solid standard color lid) are also available for no additional charge – Sandstone (#249), Brownstone (#279), Graystone (#129), Dark Gray Granite (#149), Bluestone (#709), Navy Granite (#769), Greenstone (#968), Toter Green Granite (#929) and Blackstone (#209).

DIMENSIONS

Length: 34.50"

Width: 29.25" Fits through gates and doors

Height: 46.75"

WALL THICKNESS

Model 57596 – minimum nominal 0.166"

LID THICKNESS

Model 57596 – minimum nominal 0.120"

CAPACITY:

Volume 96.36 gallons for Model 57596, body of container only.

FINISHED WEIGHT

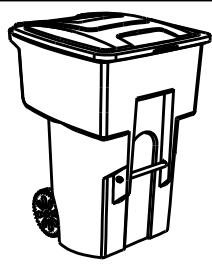
Fully Assembled – 35.2 pounds for Model 57596. Resin (body and lid only) – 30.05 pounds.

LOAD RATING

Conforms with ANSI Standard Z245.30 which limits maximum load rating to 3.5 pounds per gallon. Load Ratings: 335 pounds for Model 57596.

WARRANTY

Container bodies are covered by a twelve (12) year warranty, and all other cart components are covered for ten (10) years.



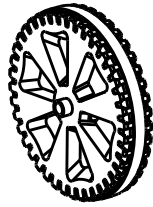
EVR Cart Assembly

For Toter Cart Models: 76532, 76564, 76596, 76864, 76896

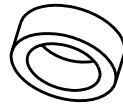
Palnut



Wheel



Spacer



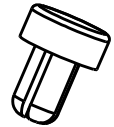
Axle



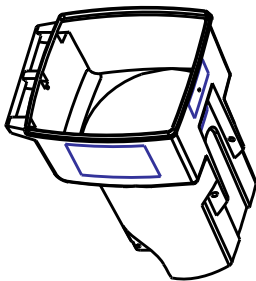
Stop Bar



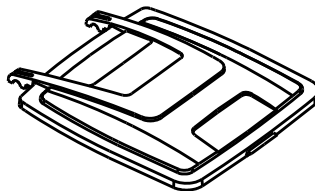
Drive Rivet



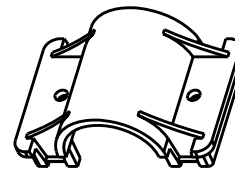
Cart Body



Cart Lid



Hinge Bracket

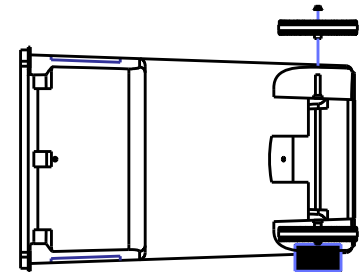


Torx Fastener



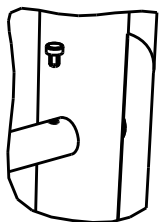
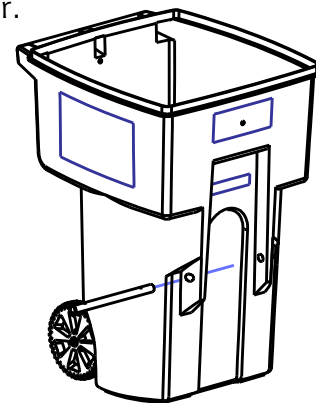
Wheel Assembly

1. Drive axle onto a palnut with hammer.
2. Slide a wheel, spacer side facing up, then a spacer onto axle down to palnut.
3. Slide axle through journals in cart bottom.
4. Turn cart on side with assembled wheel down and palnut resting on wooden block. Slide second spacer then wheel, spacer side facing down, onto axle. Drive second palnut onto axle with hammer. Stand cart upright on wheels.



Stop Bar Assembly

1. Slide stop bar through hole on either side of cart front and pull through into second hole until both rivet holes are visible.
2. Push split ends of drive rivets into holes in stop bar.
3. Tap center post on drive rivets with hammer until flush with the top of rivet.

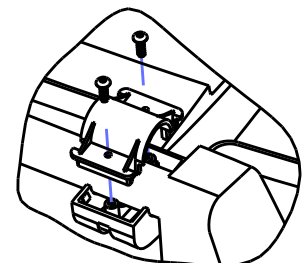


Lid Assembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

Warning: If using a power tool, set clutch at minimum needed to tighten fastener properly.

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Snap hinge bracket into lid hinge fully.
4. Screw torx fasteners into hinge bracket holes. Tighten fastener until its head makes contact with surface of bracket and bracket seats into lid hinge.





STEVE L. KNIGHT, PE
1507 MT. VERNON AVE
STATESVILLE, NC 28677
PHONE (704) 878-2996
FAX (704) 878-8887

June 6, 2008

Ms. Kellie Clarke
Toter, Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

PHONE & FAX (704) 878-2996

November 21, 2000

Mr. Todd Wright
Toter Inc.
841 Meacham Road
Statesville, NC 28677

RE: Cart Testing ANSI Review

Dear Mr. Wright:

At your request, I reviewed the ANSI Z245.30 Standard for Refuse Collection, Processing, and Disposal Equipment- Waste Containers- Safety Requirements revised in 1999. The previous version was issued in 1994. The purpose was to determine what difference, if any, exists between the two versions.

The only differences found were in Appendices A and B. In Appendix A, Volumetric Loading Capacity Test Method for Carts, the difference is in the accuracy of measurement requirement. The old accuracy had to be within $\pm 1\%$ of the measured capacity of the cart. The new requirement only has to be within $\pm 2\%$ of the measured capacity of the cart. Since this relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix A exceed the new requirements.

In Appendix B, Slope Stability Test Method, the first difference is in the definition of a normal slope. The old definition had a slope requirement of 10 degrees to the horizontal. The new requirement only has to be 5 degrees to the horizontal. Since this is a flatter slope and relaxes the measuring requirements, all Toter carts tested to the previous ANSI Standard Appendix B exceed the new requirements. The other difference is the addition of the test surface specification. The new specification requires the surface to be broom or brushed finished concrete. Since the old standard did not have a test surface specification, all Toter carts tested to the previous ANSI Standard Appendix B were tested using a heavy gauge sheet metal ramp bent to the required slope and reinforced to provide stiffness. The surface was painted with non-slip paint. Although this is a minor difference that I feel meets the intent of the Standard; it does not meet the letter of the new Standard. Since the new slope requirement is half of that to which the carts were tested and the painted metal is a slicker surface than broom finished concrete, I suspect that the cart will now pass the test in all four directions. This exceeds the Standard's new requirements.

Sincerely,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST

**TOTER® 96 GALLON XHD EVR UNIVERSAL CART BODY
PART NO. 76596**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix A

RESULTS: Passed

COMMENTS

The volume contained in the body is 96.27 gallons.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on March 10, 1994 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on
Model 76596 EVR Universal 96
Gallon cart, which is identical to the
model bid herein for the City, Model
57596 Automated cart (no stop bar).

CERTIFICATION OF SLOPE STABILITY TEST

**TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix B

RESULTS: Passed

COMMENTS

The cart remained stable in all four directions.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF DURABILITY DURING PULLING

**TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix C

RESULTS: Passed

COMMENTS

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

RESULTS: Passed (semi-automated dumping)

COMMENTS

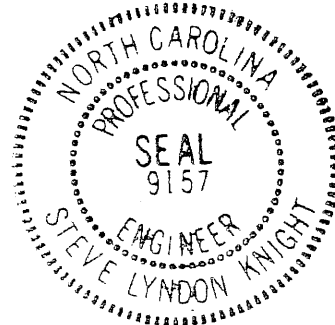
A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 7 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF LOADING AND UNLOADING TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix D

RESULTS: Passed (fully automated dumping)

COMMENTS

A Sunbelt "Bandit" fully automated arm was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The lid opened and closed completely. The cart retained its shape and remained completely functional.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed from September 6 to September 8, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST

**TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596**

TEST METHOD

ANSI Standard Z245.30-1994 Appendix E

RESULTS: Passed

COMMENTS

The average height of the handle was 36 7/8" above the ground at its center of balance position.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 1, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF FORCE TO TIP TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART
PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix F

RESULTS: Passed

COMMENTS

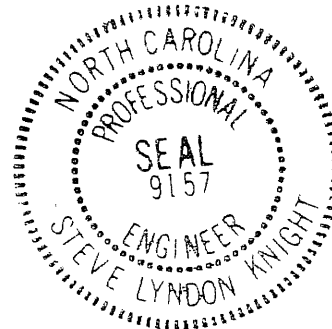
The cart was tipped toward the point of balance with an average force of 61.76 pounds.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE





STEVE L. KNIGHT, PE

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 873-4017

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

CERTIFICATION OF LID TEST

TOTER® 96 GALLON XHD EVR UNIVERSAL CART PART NO. 76596

TEST METHOD

ANSI Standard Z245.30-1994 Appendix G

RESULTS: Passed

COMMENTS

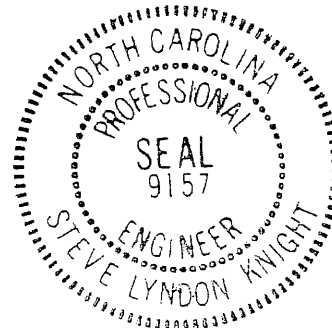
The cart lid remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on September 7, 1995 and was conducted according to the procedures described above.

Respectfully submitted,

Steve L. Knight, PE



TESTING REPORT

Toter has performed this testing on Model 76596 EVR Universal 96 Gallon cart, which is identical to the model bid herein for the City, Model 57596 Automated cart (no stop bar).

DATE: 3 July 1996

PRODUCT IDENTIFICATION: Toter, Inc. - 96 gallon, Universal, EVR

TEST: **WIND TUNNEL**

TEST PURPOSE: This test measures the stability of the cart in a high wind.

MINIMUM PERFORMANCE STANDARD: No national standard on wind tunnel stability has been accepted, however, most users would expect stability to at least 25 mph. In some locations, especially where high winds are common, a user may want to specify stability at a higher wind velocity.

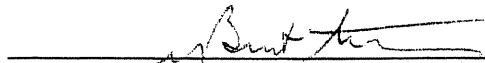
TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various wind velocity outputs.
2. Position the cart in the steady wind stream zone. (Approximately 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test each cart in three orientations toward the wind tunnel opening - front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest repeatable wind velocity at each machine setting is recorded.
8. The failure point (instability) is determined as either a) the wind velocity at which the cart tipped over, or b) the wind velocity which caused the cart to move sufficiently to have tipped except for some physical restraint associated with the testing apparatus (such as a limited size of the testing platform).
9. Modifications in cart characteristics or positioning may also be tested and should be noted.
10. The highest wind velocity at which the cart is stable is reported as the test result.

TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed	35 mph	42 mph	43 mph

CERTIFICATION:


A. Brent Strong
Professor, Manufacturing Engineering and Technology
Brigham Young University, Provo, UT 84602

CERTIFICATION OF COMPRESSION PRESSURE TEST

TOTER® 96 GALLON UNIVERSAL CART PART NO. 76596

TEST METHOD

APPARATUS:

TEST STAND WITH DUAL 2" PNEUMATIC CYLINDERS WITH AN ATTACHED DIGITAL LOAD CELL WITH A 2" X 1" PRESSURE PLATE.

- a) Adjust air pressure so the pneumatic cylinders produce a minimum of 400 pounds of compressive force.
- b) Attach cart to the test apparatus.
- c) Activate pneumatic cylinders to apply force into side of cart inside its automated grip range. Repeat three times
- d) Record maximum force and any damage.

RESULTS:

Passed, no damage was observed. The force readings exceeded 400 lbs. The pressures created by these forces through the 2" x 1" plate ($\text{force}/2 \text{ in}^2$) exceeded 200 psi.

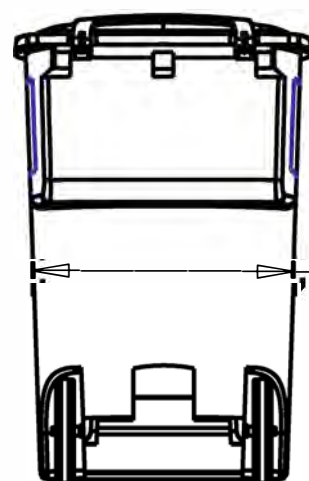
CERTIFICATION

I hereby certify that the preceding test represents a test I witnessed on Tuesday, January 23, 2007 and was conducted according to the procedures described above.

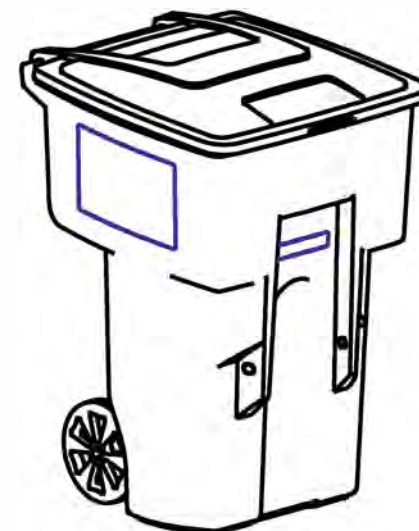
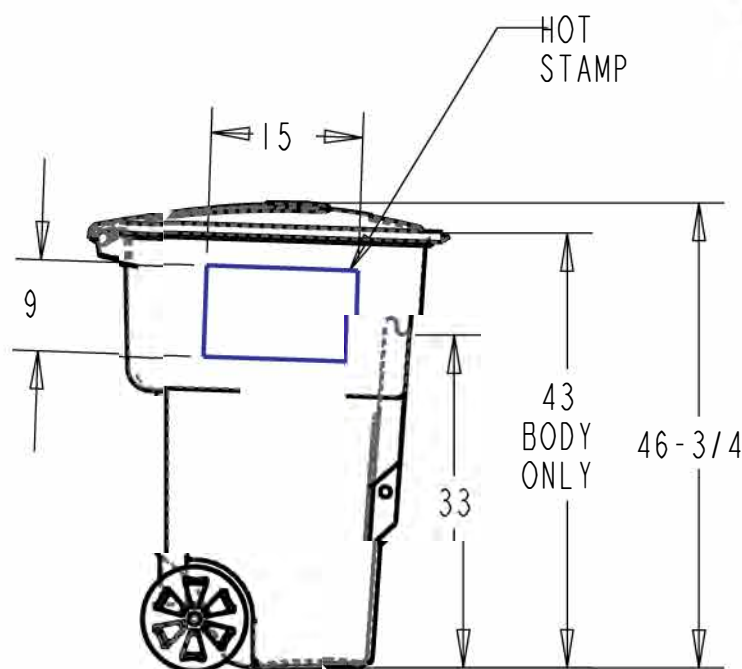
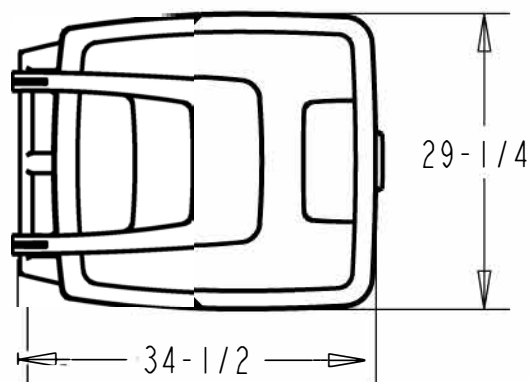
Respectfully submitted,

Todd E. Wright

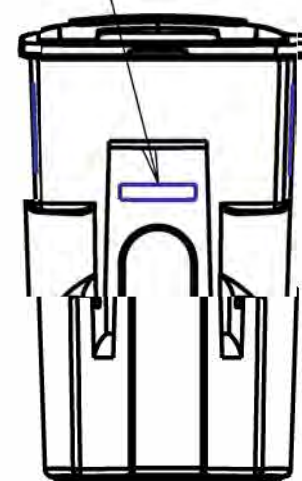
09-07-07



26 GRIP DIA.
Ø 24" off
ground.



SERIAL
NUMBER



PART NO.	57596	TITLE: 96 GAL. EVR AUTOMATED CART		TOTER STATESVILLE, N.C.
LOAD RATING:	335 LBS.			
		SCALE: 1:20	DATE: 03-NOV-94	
FEATURES:	Rotating steel stopbar. Handle is 100% part of cart body.			DRAWING NO. PS-1240

polyethylene

Toter Example of Resin Used for
Rotational Molding of Cart Bodies

NSF

Resin

Hexene Copolymer LLDPE Rotational Molding Resin

product data sheet

Property	ASTM ⁽¹⁾		Typical Values ⁽²⁾	
Melt Index ⁽³⁾	D 1238		7.0 g/10 min	
Density	D 792		0.935 g/cm³	
			METRIC UNITS	ENGLISH UNITS
Melting Point (DSC)			125 °C	257 °F
Flexural Modulus	⁽⁴⁾ D 790	680 MPa	98,600 psi	
Yield Strength	⁽⁵⁾ D 638	17.1 MPa	2,500 psi	
Elongation at Yield	⁽⁵⁾ D 638	12 %	12 %	
ESCR, (F ₅₀)	⁽⁶⁾ D 1693	> 1 000 h		
Heat Distortion Temperature				
- 66 psi (4.64 kg/cm²)	D 648	58 °C	136 °F	
- 264 psi (18.56 kg/cm²)	D 648	42 °C	108 °F	
ARM Low Temperature Impact	⁽⁷⁾			
- 0.125" (3.17 mm)	ARM Method	68 J	50 ft-lb	
- 0.250" (6.35 mm)	ARM Method	203 J	150 ft-lb	

Melt Index 7.0

Density 0.935

Features

- Good impact properties
- Excellent processability
- NSF listed for Standards #24, 51, 61
- UL 94 HB

Additives

- Processing antioxidant
- UV stabilizer

Applications

- Toys
- Complex custom parts
- Home and garden items
- Mailboxes

(1) Properties designated have been determined using methods which are in accordance with, or substantially in accordance with, the specified testing standards.

(2) Typical Values represent average laboratory values and are intended as guides only, not as specifications.

(3) Condition 190°C/2.16 kg.

(4) 1% Strain Value. From compression molded samples.

(5) Type IV specimen, 2" (50.8 mm) per minute test speed, 0.075" (1.9 mm) thickness compression molded samples.

(6) Condition A & B, 100% IGEPAI, 50°C, F50 values. From compression molded specimens.

(7) -40°C on rotomolded samples.

PRODUCT DATA SHEET

Resin

Hexene Copolymer LLDPE Rotational Molding Resin

Availability

[REDACTED] polyethylene resins are available in bulk hopper cars, hopper trucks, boxes, sea bulk containers, or bags. The product type and batch number are clearly marked on each container. Contact the [REDACTED] sales office nearest you for availability in your area.

Storage/Handling

[REDACTED] resin should be stored in a clean, dry place at ambient temperatures. Prolonged or improper storage can result in deterioration of product properties. Care should be taken when handling and transferring product to prevent foreign matter contamination. The [REDACTED] Safety Data Sheet (SDS) contains important safety information and should be reviewed before using the product.

Processing Conditions

Comprehensive assistance with processing conditions and technology is available from [REDACTED] Technical Service at [REDACTED]

Food Packaging Status

United States: [REDACTED] resin complies with the specifications contained in the U.S. Food and Drug Administration (FDA) regulation 21 CFR 177.1520 for olefin polymers, para. (c) 3.2a, and may thus be used in the United States as an article or component of an article intended for use in contact with food. This resin is subject to the specific limitations that it may contact food only in articles having a volume of at least 18.9 L (5 gal. U.S.) only at temperatures below 212°F, and may not be used to hold ready-prepared foods intended to be reheated in the container at time of use (21 CFR 176.170(c) Table 2, conditions of use C–G).

Other Countries: For regulatory compliance information for other countries, please contact your nearest [REDACTED] office.

[REDACTED] resin is Certified by NSF to NSF/ANSI Standards #24, #51, and #61. In addition:

- the production facility is audited annually to assure that only authorized materials are used in the product;
- quality assurance and quality control procedures are followed in fabrication, and all the requirements of the standard continue to be met;
- products are sampled and retested on schedule; and
- labeling and product literature are true and accurate with respect to the NSF listed products.

Environmental

[REDACTED] polyethylene resins are biologically and chemically inert, but improper disposal may present an ingestion hazard to wildlife. Where recycling of [REDACTED] polyethylene resins is not possible, disposal to landfill or incineration in accordance with all applicable government laws and regulations is recommended. Please contact [REDACTED] Technical Service for further information on recycling and disposal of [REDACTED] resins.



is the SPI resin code developed for low density and linear low density polyethylene to identify material type for sorting and recycling purposes.



NSF has listed [REDACTED] for conformity with ANSI/NSF Standards 24, 51 and 61.



Toter, LLC's Response -

RFP# 226024

**"REFUSE & RECYCLING CONTAINER SOLUTIONS AND RELATED
PRODUCTS, EQUIPMENT & SERVICES"**

RECYCLABILITY STATEMENT

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

A handwritten signature in blue ink, appearing to read "LPH", is written over a horizontal line.

Laura P. Hubbard – Director of Municipal Sales

9/13/2022

Date



Container Colors and Options for Use of Recycled Resin

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer. Cart lid is molded with equivalent polyethylene materials (HDPE). Toter plastic containers may be manufactured using rotational grade post consumer resin (PCR), and post industrial (PIR) sources of recycled materials. Any levels of recycled resin used by Toter depend upon the color of cart (darker colors show fewer impurities and can accept higher recycled content). And, foremost, any recycled material of any classification must:

- (1) meet Toter's high quality standards and
- (2) be available at the time of production.

***Colors that may be manufactured using up to
50% recycled resin include:***

Black #200
Blackstone Granite #209
Green #940
Forest Green #960

***Colors that may be manufactured using up to
45% recycled resin include:***

Dark Cool Gray #125
Cool Gray #140

***Colors that may be manufactured using up to
40% recycled resin include:***

Dark Gray Granite #149
Greenstone Granite #968
Navy Granite #769

***Colors that may be manufactured using up to
30% recycled resin include:***

Brownstone Granite #279
Toter Green Granite #929
Blue #705

***Colors that may be manufactured using up to
15% recycled resin include:***

Graystone Granite #129
Bluestone Granite #709
Sandstone Granite #249

***Colors that may be manufactured using up to
10% recycled resin include:***

Brown #270

Due to variations in color representation with electronic devices, any color choices should be made with actual color chips. If there is a need for color chips, please contact Kellie Clark, Sr. Manager, Bids/Contracts, Toter, LLC, 800-424-0422, Ext 09584.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210 704 543-0258	CONTACT NAME: Kiffany Bowen PHONE (A/C, No, Ext): 704-901-8620 FAX (A/C, No): E-MAIL ADDRESS: kiffany.bowen@usi.com														
INSURED HPCC Parent, Inc. & Subsidiaries 6525 Carnegie Blvd Suite 300 Charlotte, NC 28211	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Crum & Forster Specialty Insurance Co.</td> <td data-bbox="1433 453 1563 480">44520</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Liberty Mutual Insurance Company</td> <td data-bbox="1433 480 1563 508">23043</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : Liberty Mutual Fire Insurance Company</td> <td data-bbox="1433 508 1563 535">23035</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D :</td> <td data-bbox="1433 535 1563 562"></td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E :</td> <td data-bbox="1433 562 1563 590"></td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1563 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Co.	44520	INSURER B : Liberty Mutual Insurance Company	23043	INSURER C : Liberty Mutual Fire Insurance Company	23035	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK139245	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2681053630462	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EFX120094	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA568D053630432 22-23 (AOS) WC5681053630442 22-23 (WI)	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds**CURRENT LEGAL ENTITIES**

Amrep Manufacturing Company, LLC
Amrep, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City Of Tucson Business Services Department Shared Services Procurement Division 255 W. Alameda, 6th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DESCRIPTIONS (Continued from Page 1)

Confab Manufacturing Company, LLC
Container Pros, LLC
Cusco Fabricators, LLC
Galbreath LLC
HPCC Intermediate, Inc.
HPCC Parent, Inc.
Parts Place, LLC
Patriot Container Acquisition Corp.
Patriot Container Corp.
Patriot Container Intermediate, LLC
Toter International I LLC
Toter International II LLC
Toter, LLC
Wastebuilt Environmental Solutions, LLC
Wastely, LLC
Wastequip Manufacturing Company LLC
Wastequip, LLC
WQD, LLC

PRIOR LEGAL ENTITIES

Accurate Industries, Inc.
Big Dumpster Acquisitions, Inc.
Big Dumpster Holdings, Inc.
CDS Acquisition, LLC
Central Body & Hoist Service Co.
Cusco Fabricators, Inc.
Galbreath, Inc.
Galfab Acquisition, LLC
Menomonee WI Holding, LLC
Parts Place, Inc.
Refuse Parts Depot, LLC
Stepp Acquisition, LLC
Stepp Equipment Company
Toter, Inc.
Toter, Incorporated
Wastebuilt Distribution and Service, LLC
Wastebuilt Southeast, LLC
Wastebuilt Southwest, LLC
Wastequip Manufacturing Company Inc.
Wastequip, Inc.
WQD, Inc.

DBAs

Accurate
Accurate Industries
Accurate of Canada
Accurate of Ohio
Amrep
Confab
ContainerPros
Galbreath
Go To Parts
Holt
Holt Industries
Holt Specialty Equipment
May Fabrication
May Fabricators
May Manufacturing

DESCRIPTIONS (Continued from Page 1)

May Manufacturing and Distribution Corp.
May Properties
Mayfab
May-Fab
Mayfab-Waste Equipment
Mountain Tarp
Parts Place
Pioneer
Wastebuilt
Wastequip Accurate
Wastequip DBA Florida Can
Wastequip Indiana
Wastequip Manufacturing
Wastequip Manufacturing Company
Wastequip May Mfg Co
Wastequip Mfg Co DBA Industrial Refuse Sales
Wastequip Oregon
Wastequip Tennessee
Wastequip Texas
Wastequip WRX
Wastequip/Mayfab
Wasteware

RE: Project ID #226024, EGSD, 10000, 10006, 10007, 10045, 10056.

Release Date: Friday, August 5, 2022

Due Date: Tuesday, September 20, 2022 2:00pm

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the City of Tucson only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	SEE ATTACHED SCHEDULE
Address:	
Designation Or Description Of "Leased Autos":	SEE ATTACHED SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket as required by written contract or agreement

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Colorado, Georgia, Illinois, Indiana, Michigan, Minnesota, Mississippi, Missouri, Montana, North Carolina, Pennsylvania, South Carolina, South Dakota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Florida, Maryland, Nebraska, Nevada, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of New York, Oklahoma, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-68D-053630-432

Effective Date

Premium \$

Issued to Wastequip, LLC

Endorsement No.



Remit To: Toter, LLC
P.O. Box 603008
Charlotte, NC 28260



Invoice

Sold to:
CITY OF BIRMINGHAM
5XXXXXXXX
XXXXXXXX XX XXXXX

Ship to:
CITY OF BIRMINGHAM
5XXXXXXXX XXX
XXXXXXXX XX XXXXX

Master Tracking No:
PRO Number :

Invoice Number 20INV000XXXXX
Invoice Date 09/27/2022
Account Number C100XXXX
Order Number 20SO0000XXXXX
Billing Division Toter
PO Number 2022-0000XXXX
Terms CITIES/MUNICIPALITIES
Due Date 10/27/2022
Carrier ROYAL EXPRESS INC
Page 2 of 2

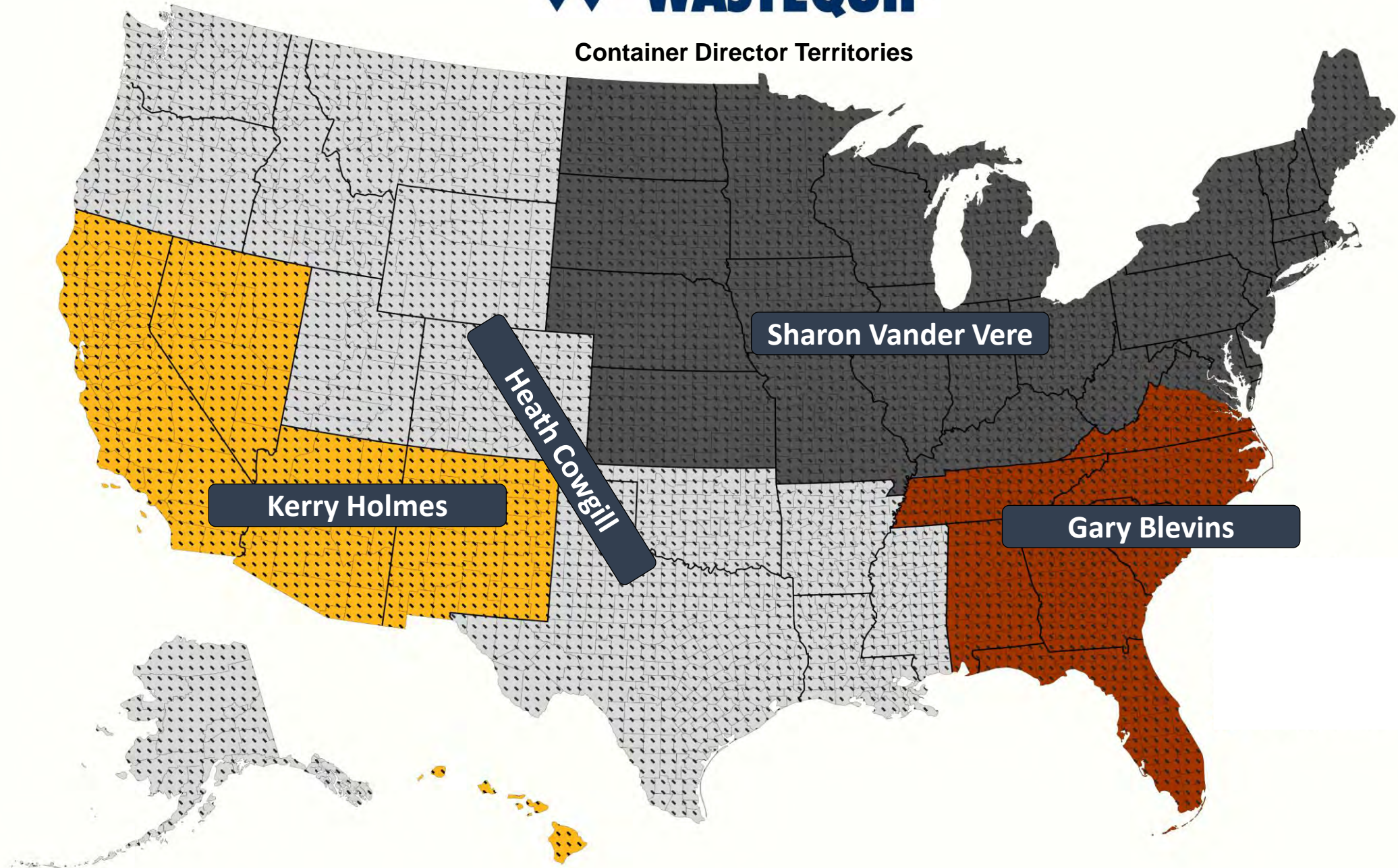
Sales Amount	0.00
S&H Amount	0.00
Tax Amount	0.00
Subtotal Amount	0.00
Amount Received	0.00
Total Amount Due	0.00
	USD

Location	Saleperson	Ship Via	Freight	Job Number
Del Rio	Tashima Jones	WASTEQUIP MANAGED	Prepaid Origin	

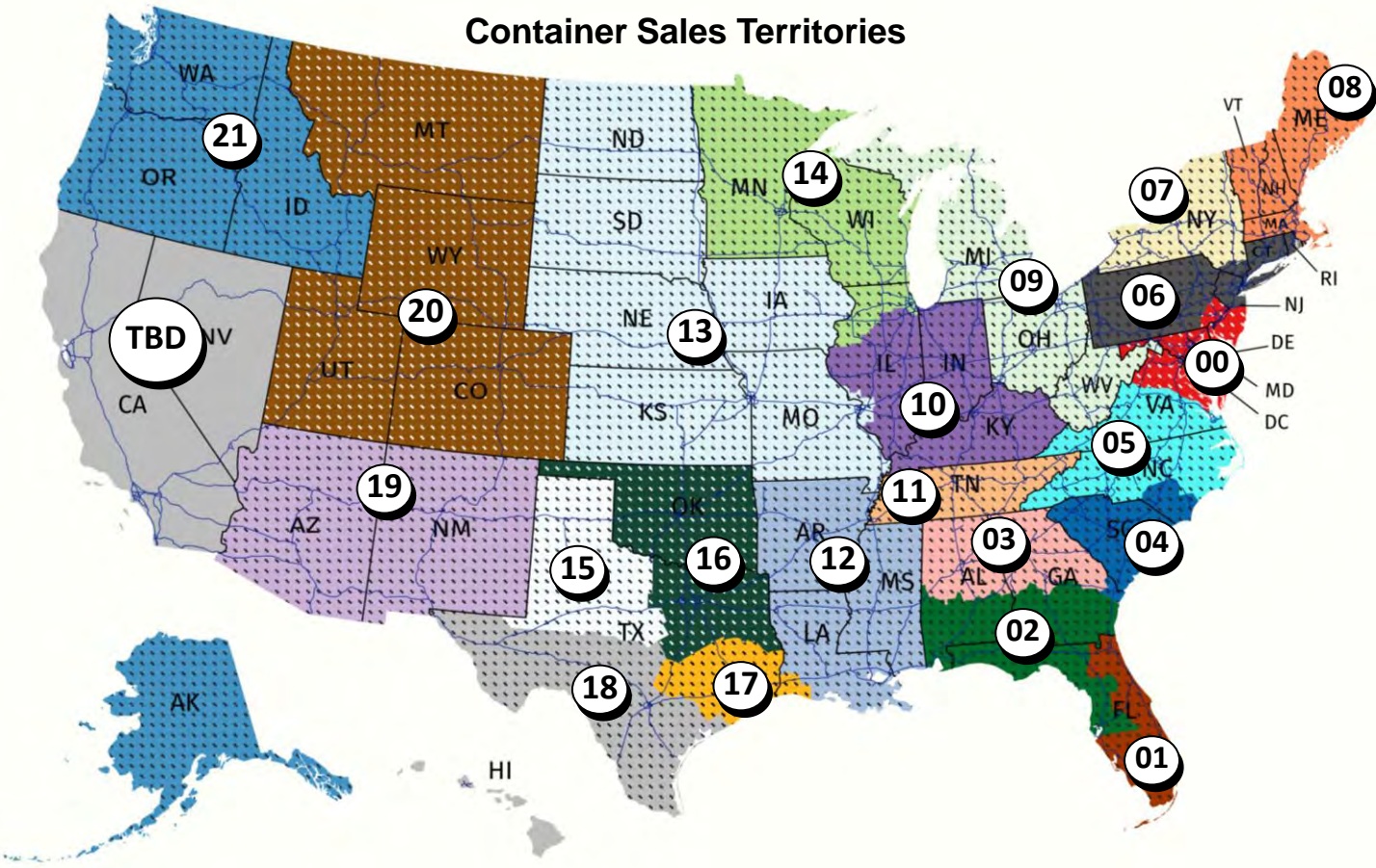
If you require additional assistance, please contact us by phone at 704-504-7590.
Preferred method of payment is ACH/Wire. Please contact credit@wastequip.com for setup instructions.



Container Director Territories



Container Sales Territories



Container – Cross Sell Territories

Territory	Name	Phone	CSR - Toter	ISR
Territory 00	Blake Wetzel	215-850-9072	Cheyenne Beasley	Steve Molnar
Territory 01	Ernie Castro	352-250-4669	Tashima Jones	Martin Smith
Territory 02	Brittany Taylor	863-559-4177	Tashima Jones	Martin Smith
Territory 03	Gary Stignani	205-229-9926	Tashima Jones	Martin Smith
Territory 04	Reilly Baxter	704-302-7271	Tashima Jones	Jonathan "Adam" Stevens
Territory 05	Brittany Hicks	864-313-7944	Tashima Jones	Jonathan "Adam" Stevens
Territory 06	Shane Gore	845-238-7189	Cheyenne Beasley	Steve Molnar
Territory 07	Tom Nero	518-320-5851	Cheyenne Beasley	Steve Molnar
Territory 08	Bill Morin	603-498-4401	Cheyenne Beasley	Steve Molnar
Territory 09	Mike Stolar	330-217-4583	Kaitlyn Simmons	Tommy Tatham IN/Tatham IL/Nerby
Territory 10	Caryn Miller	270-709-0687	Kaitlyn Simmons	KY/Delander
Territory 11	Steve Swanson	901-628-4064	Cheyenne Beasley	Rebecca Delander
Territory 12	Steve Hurtt	469-853-7729	Shania Chambers	Rebecca Delander
Territory 13	Phil Chiles	319-371-4761	Kaitlyn Simmons	Becky Nerby

Territory	Name	Phone	CSR - Toter	ISR
Territory 14	Mitch Neu	704-347-9532	Kaitlyn Simmons	Becky Nerby
Territory 15	Colt Walker	214-437-5017	Courtney Fisher	Rebecca Delander
Territory 16	Chance Hennig	361-362-4485	Shania Chambers	Rebecca Delander
Territory 17	David Minton	832-289-2661	Shania Chambers	Rebecca Delander
Territory 18	Olivia Ramirez	361-254-2002	Courtney Fisher	Rebecca Delander
Territory 19	Yolanda Garcia	602-810-0782	Courtney Fisher	Rebecca Delander
Territory 20	Scott Carpenter	720-387-6696	Krystal Elliott	Tommy Tatham
Territory 21	Tina Rainwater	360-594-2107	Krystal Elliott	Tommy Tatham
Territory TBD	California/NV	TBD	Mariana Sanchez / Krystal Elliott	TBD

Steel CSR & Planning Alignment

Group	OR	CO	MN	TX-T	TX-B	MS	LA	TN	MN	OH	NJ-E	NJ-W	NY	FL
CSR	James Hodges	James Hodges	Alexus Chestnut	Alexus Chestnut	Samantha Benavidez	Lorna Lee	Laura Saberio / Laura Martinez	Laura Martinez	Alexus Chestnut	Lorna Lee	Laura Martinez	Laura Martinez	Sherry Burch	Shery Burch
Planning	Robyn Lassen	Victor Arriaga	Diane Lopez	Nicole Espinoza	Audra Cirone	Audra Cirone	Tammy Silva	Robert Weis	Diane Lopez	Robert Weis	Jaime Hughes	Mary Balls	Mary Balls	Diane Lopez



Original Purchaser: _____

Date of Purchase: _____

**MANUFACTURER'S DIRECT TWELVE/TEN YEAR WARRANTY
RESIDENTIAL WHOLESALE/MUNICIPAL**

The following is a summary of Toter, LLC's updated limited warranty of its Two-Wheel Cart/Container– Residential Wholesale/Municipal. The complete limited warranty can be found in the Wastequip Terms and Conditions of Sale at: www.toter.com, the terms of which are incorporated herein, a hardcopy of which is available upon request. If this summary and the complete limited warranty documents conflict, the terms of this summary, where more narrowly defined, will control.

Toter® Two-Wheel Cart/Container

TOTER, LLC (Toter) warrants its wheeled Container, manufactured and sold by Toter, or by a Toter authorized distributor, to the original purchaser listed above for normal and intended use and service against operational failure caused by proven defective material or workmanship as follows: Rotomolded Container Body only – 12 Years from the date of original purchase; all other standard components - 10 Years from the date of original purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective in material or workmanship under this warranty. Parts determined to be defective by Toter shall be repaired or replaced at Toter's option. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Repair or replacement is the sole remedy available under this warranty and does not extend the warranty beyond the original warranties set forth herein. This warranty is non-transferable and does not include freight.

Specifically excluded from this warranty are labor and installation, alterations, damage due to negligent or abusive use, or normal wear and tear, including, but not limited to, those items listed on Schedule A (attached). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated, or consequential damages, for loss of product or time, for any delay in performance under this warranty or for claims of customers of purchaser.

TOTER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE.

Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these warranties thereto (Buyers may also have other specific rights which vary from state to state).

TOTER, LLC

Effective for qualified purchases on or after January 25, 2016

(Rev. 05/2016)



SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, excluding circumstances in which the load rating would be exceeded. Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

EXAMPLES OF NORMAL WEAR AND TEAR:

- * Scratches - normal use may cause scratches.
- * Dirt, including accumulation of dirt or any other substance.
- * Normal deterioration during service.
- * Normal discoloration due to atmospheric exposure.

EXAMPLES OF ALTERATIONS, NEGLIGENT OR ABUSIVE USE:

- * Alteration of the original design, functionality or integrity of the Container
- * Cuts or scores from any source.
- * Extraordinary impacts such as being hit by a vehicle.
- * Burns, scorches, melting, or any damage from excessive heat.
- * Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- * Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- * Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- * Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)

(Rev. 05/2016)



WARRANTY CLAIMS PROCEDURE

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

Toter carts have the lowest industry failure rate and the lowest Total Cost of Ownership, with higher strength to weight ratio. As such, Toter is proud to offer customers our "hassle free" warranty claim process that will ensure an easy, equitable, and timely resolution to all warranty issues that arise. Because of the extremely low failure rate of Toter carts, you will find warranty issues to be minimal and easily resolved.

The Warranty document is included in our submission information, along with a sample online claim form/instructions below. Warranty claim resolution and subsequent warranty replacement containers or components shipments are usually transacted within 60 days.

To file a warranty claim directly with Toter, a link to an online Warranty Claim Form is provided: <http://www.toter.com/municipalities/residential-warranty-form>. This form should be completed entirely. In addition to completing this simple form, Toter requires photos of issues to be uploaded:

Must include pictures that represent 10% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number and one of the defect.

The claim will be processed upon customer submission of the website claim form (see attached printout of the online form).

Toter may, at its discretion, send a Toter Regional Manager or other personnel to review the damaged containers. Toter will notify you of its findings in writing via email, and if damage is not due to defective components, Toter may make recommendations to possibly prevent future damage to containers. However, in the event that mutual agreement cannot be reached, the matter will be referred to binding arbitration.



WARRANTY FLOW & PROCESS TIMELINE

1. Submit Claim through normal process

- Use link: <https://www.toter.com/municipalities/residential-warranty-form>
- Warranty claim serial numbers and pictures requirement

**Serial Numbers with accompanying pictures are required to process claim. If not included, claim will be stalled until further required information is supplied*



2. Initial receipt review of claim & confirmation of complete submittal by Warranty Department

- Incomplete or needing more information → Warranty will return information request to customer
- Complete → process reaches next step (amount approved & amount denied & reasons)



3. Internal review by warranty division

- Review of pictures and serial numbers by Toter's warranty division to determine validity of warranty coverage



4. Communication to customer by Customer Service/Warranty/RSM

- Explanation of acceptance/denial of claim & reasons
- Option for part/body replacement or credit to account confirmed with customer



5. Warranty Claim Process Complete

- Part/body replacement → standard order process commences (artwork, O.C.'s, production scheduling/ship date OR
- Credit → applied to customer account via Finance
- Toter will review this information and assist in expediting decision as follows: Regional Sales Manager is your point of contact.

Please review the example of a Toter Residential Warranty Form on the following page.



Toter Residential Warranty Form

Fields noted with * are required.

Company Name *

Customer Number

First Name *

Last Name *

Phone Number *

Email *

Issue Description *

Product Details

Please enter claim details for your products below. *Images of damaged products are required for claim processing.*

You may add more than one product type by clicking on 'Add another product'.

If you would like to upload multiple products in a single file, please download the template at the bottom of this form and attach the completed file when submitting a claim.

[Download Bulk Upload Template](#)

Item Type *

Resolution Requested *

Order/Invoice Number

Serial Number(s)

Quantity *

Date of Purchase *

Date Out of Service *

Cart Style *

Body Color *

Lid Color *

Description of Damage *

[Add another product](#)

Attach Files *

No file chosen

[Add another image](#)

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

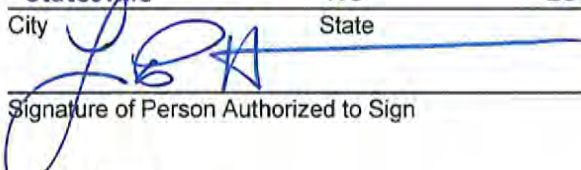
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Toter, LLC
Company Name

841 Meacham Rd
Address

Statesville NC 28677
City State Zip


Signature of Person Authorized to Sign

Printed Name

Laura P. Hubbard
Title Director of Municipal Sales

Name: Kellie Clark

Title: Sr. Manager, Bids/Contracts

Phone: 800-424-0422 Ext. 09584

Fax: 833-930-1124

E-mail: kclark@toter.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20____

Awarded:

This _____ day of _____ 20____

As Tucson City Attorney and not personally
personally

As Director of Business Services and not



City of Tucson

License Certificate

Business Name and Mailing Address:

TOTER LLC
841 MEACHAM RD
STATESVILLE NC 28677

License Number: 3044912

Type: Plastics Materials and Basic Forms and S

Issue Date: December 30, 2021

Expiration Date: December 31, 2022

Owner:

TOTER LLC

This license / permit is **non-transferable** and must be posted in a conspicuous place at the business location.

THE ISSUANCE OF THIS LICENSE / PERMIT SHALL NOT BE CONSTRUED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.

FOLD HERE

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

3044912

MUST BE DISPLAYED IN
A CONSPICUOUS PLACE

Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: TOTER LLC

Located At: 841 MEACHAM RD, STATESVILLE, NC
28677

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

Director, Business Services



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024**

**"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

**TOTER POINTS OF NEGOTIATION
Response to the City of Tucson – Evaluation Phases
(Exceptions and Issues)**

Toter has reviewed the RFP documents and would like to present issues that are either exceptions or items that can be negotiated with the City upon request prior to any contract award.

ITEMS RELATED TO THE CITY OF TUCSON PORTION OF THIS RFP

- **Pages 7-8 of 52 – Item C.3 – "Warranty" –**
 - Item C.3.C requires that "container body or lid failures during the warranty period shall constitute failure of the container, and require replacement with a new and complete container (including ... assembly), at no cost to the City of Tucson." Item C.3.E requires "defective containers which are replaced under warranty provisions shall be replaced as complete containers". This is contrary to industry practice which requires warranty replacement parts for failed parts and bodies for failed bodies. However, we agree to this requirement for the City of Tucson while requesting that small replacements such as wheels and lower bars do not require a full cart replacement. This is not a standard Toter service, and as such, will not be done for other Participating Public Agencies. Standard warranties include part for part replacement for warranty failures, which will be provide for all Participating Public Agencies.
 - Item C.3.C – requires "The determination of failure will be at the sole discretion of the City of Tucson". Toter seeks to resolve all warranty claims for customers. Our experienced warranty staff will evaluate each claim with care, reviewing for valid serial numbers (carts within the warranty period of 12 years of coverage on the cart body and 10 years of coverage on all other components), view photographs, and make determination of coverage. At the discretion of Warranty staff, Toter may send the Regional Sales Manager or representative to review the damaged containers. A warranty settlement letter is sent to the Participating Public Agency. Toter will provide any explanations for customer questions. Once the customer approves the claim in writing, the Customer Satisfaction Specialist follows the fulfillment of the claim. In rare circumstances requiring a need for escalation (Agency disagreement), the Warranty department staff will discuss the claim with the Vice President of Sales for resolution. Toter will notify the Participating Agency of its decision in writing. In the unlikely event that Toter and the City of Tucson / Participating Public Agencies cannot then reach agreement, the matter will be referred to binding arbitration.
 - Item C.3.D and C.3.J - requires warranty replacements to be provided within 60 days from claim submission. Toter proposes to provide replacements within 60 days, or a mutually agreed upon time,

from the date of claim submission, to apply for both the City of Tucson and Participating Public Agencies.

- Item C.3.I – requires defective carts to be held 14 calendar days, a site visit to view containers and arrangements to pick up at no cost for the City shall be performed by the Contractor. This service is outside standard industry warranty provisions, but Toter has provided these services since 2018 with our reliable subcontractor, Cart One (Kelly Smith). Toter agrees to continue to provide these custom warranty services to the City of Tucson with the same subcontractor at no additional charge to the City:
 - The subcontractor will provide 10% photographs of the claimed carts' damages with the Warranty Claim Form.
 - Each batch of carts would be documented on our warranty claim form at least 3 business days before removal.
 - Both the City and Toter would be provided the report of damaged carts and documentation.
 - Our Regional Sales Manager, or other Toter staff, will continue to make periodic visits to the City to meet with City staff and inspect the Yard.
 - Toter's subcontractor will continue to coordinate the removal of dead carts upon a mutually agreeable schedule.
 - Toter will honor claims per our standard residential Twelve (12) year cart body warranty, plus ten (10) years of coverage on all other cart components. (Please see specimen included under technical information sections of our response).
 - These special services will only be provided for the City of Tucson at no additional charge to the City. Since these custom services are not provided under standard warranty, the same services will be available to Participating Public Agencies only as a service provided/priced under our Cart Maintenance Services Program.
 - Item C.3.K – Toter requests to add this item to this section:
 - **K. Notwithstanding the foregoing, Contractor's standard Wastequip Product Limited Warranties, Disclaimers of Warranties, Limitation of Liabilities and Remedies, and Limited Warranty Periods ("Wastequip Limited Warranty") shall be the sole warranty applicable to any Participating Agency orders under this Contract. The Wastequip Limited Warranty may be viewed at <https://www.wastequip.com/terms-conditions-sale>, a hard copy of which is available upon request.**
- **Page 9 of 52 – Item C.6.A – Replacement Parts** - requires that an additional 1% of all replacement parts shall be provided with each shipment to establish an inventory stock for field repairs. Toter will honor this requirement at no additional charge for the City of Tucson. Since this is not a standard service, the additional 1% of all replacement parts will be available for Participating Public Agencies as an optional/additional fee which will be listed on our OMNIA Partners price list.
 - **Page 12 of 52 – Item C.19 – Identification** - requires 2" high serial numbers. All Toter carts purchased over past years by Tucson and all Participating Agencies have 1½" serial numbers. This character height is visible from the street or truck cab for easy reference along routes. We will continue 1½" serial numbers for all Toter carts.
 - **Page 22 of 52 – Item E.6.C – Pricing Discounts** – requires Contractor to hold pricing for the first 12 months after contract the award. Since Toter's current contract is valid through April 30, 2023, the timeframe for holding pricing from this RFP due date could be up to 19 months, since once the contract becomes effective, our pricing must be held firm 1 year. Even with our proposed quarterly price adjustments, the pricing would be potentially held for 10 months. Due to the volatility of resin, especially over the past two years, we respectfully request the opportunity to review and adjust pricing at the time of contract award.
 - **Page 25 of 52 – Item F.3 - Price Adjustments** –
 - Toter respectfully request price adjustments be allowed at time of contract award (also see above response to Item E.6.C) and on a quarterly basis thereafter. Over the last 15 years, Toter and the City of Tucson have worked together to establish a fair and transparent price adjustment model with

quarterly reviews. This model provides a more real-time approach with price changes in effect and applied to contract pricing closer to time of actual incurrence.

- Pricing be adjusted using Index value from previous pricing to the Index value from the time of price adjustment review. Daily averaging creates a longer lag time in price adjustments when resin pricing significantly increases or decreases negatively impacting Toter during a period of increase and customers when resin decreases. Index Value to Index Value comparisons pull pricing to the most current Index Value and hence, more realistic pricing for the coming quarter.
 - In addition, the third paragraph in Item F.3 requires the price adjustment request no later than the first Friday of the month prior to the effective date. We respectfully request that the price adjustment be due no later than the 5th day of the month prior to the effective date, since the first Friday may be the first day of the month, and Plastics News data may not be complete by that date.
 - Finally, we also realize that the last line of Item F.3 indicates that “Any price adjustment will be effective upon the effective date of the Contract extension.” That would not be the case for any quarters that do not coincide with the annual Contract extensions, and we respectfully request this sentence be amended to reflect that pricing is to become effective the first day of the month of each contract quarter.
- **Page 26 of 52 – Item F.4 – Term and Renewal** - allows the City the right to grant renewals. We respectfully request that the decision to renew be a mutual decision between the City and Toter. We suggest the following redline:
 - The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the ~~parties City of Tucson~~ shall have the right, ~~upon mutual agreement at its sole option,~~ to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- **Pages 33-34 of 52 – Item H.22 – Indemnification** - we respectfully request to limit terms with the following revisions to the first paragraph of this item:
 - To the fullest extent permitted by law ~~and except for the Indemnified Parties’ negligent or more culpable acts or omissions,~~ Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees (“Indemnified Parties”) from and against all ~~third-party~~ allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor’s and Subcontractor’s employees. ~~Provided, however, that Contractor shall not be liable for the claims of City of Tucson or its employees under any Workers’ Compensation Act, Employee Disability Act or other Employee Benefits Act.~~ It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it’s agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.
- **Page 36 of 52 – Item H.33 – Protection of City Property** - We respectfully request to insert wording in the first paragraph of this item:
 - If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by

Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the **reasonable and actual** cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

- **Page 38 of 52 – Item H.41 – Subcontracts** - Toter respectfully requests to insert the following sentence at the end of this passage: **Notwithstanding the foregoing, the City hereby acknowledges and agrees that the Services may be provided by Contractor through its subcontractors and hereby expressly consent to the provision of Services by Contractor through its subcontractors, without further notice or approval being required.**
- **Page 38 of 52, Item H.42 – Termination of Contracts** - Toter respectfully requests to add the following Item D:
 - **D. For Breach. Contractor reserves the right to terminate the whole or any part of this Contract due to the failure of the City to carry out any term or condition of the Contract, if such failure is not cured within ten (10) days of written notice of default issued by Contractor to City.**
- **Page 38 of 52, Item H.43 – Title and Risk of Loss** - In keeping with Page 25 of 52, Item F.1, Toter respectfully requests to modify this item:
 - The **title and** risk of loss of any goods provided under this Contract will **not** pass to the City **upon delivery to the City destination point and title shall pass to the** ~~until the~~ City **upon City's receipt of actually receives** the goods at the point of delivery and thereafter accepts them **within a commercially reasonable period of time.** No tender of a bill of lading will operate as a delivery of the goods ~~materials~~.
- **Page 43 of 52 – Item 5.C – Technical Requirements** – requires offers to supply documentation to demonstrate that post-consumer resin is of like quality to 90% of better virgin resin. Provision of documentation involves proprietary information. Also, further, as Toter develops our business market, the suppliers, streams, and mechanical characteristics of our PCR stream will change and vary, solely because of availability and demand for quality PCR.

Toter has a developed quality program which monitors, validates, and performs incoming inspection processes on all material and resin inputs for our products. With direct regards to resin validation and inspection which include base resin, colorant, and recycled content - the strength, chemical, and thermosetting properties are tested and blended to achieve optimal qualities which allow for not only superior manufacturability, but also ensures they meet or exceed Toter's stringent quality standards to all end customers.

- **Page 44, Item 6.E - Services** – requires Proposers to provide inspection and quality control policy and procedures manual copies. Toter, LLC is committed to providing containers, products and services that meet or exceed the needs, expectations, and requirements of our customers. This is achieved through teamwork, the commitment by each employee to strive to meet Customer Needs, Business Objectives and the process of continuous improvement.

Below are examples of the Processes that are implemented throughout Toter to build great products.

1. Document & Record Control
2. Quality Control
 - a. Material Inspections
 - b. Internal Product Quality
 - c. Final Inspections
 - d. Manufacturing Control Plans
3. Corrective Action Plans
4. Preventative Action Plans
5. Non-Conforming Product Plan

Because of our position as the cart industry leader and the confidential nature of our advanced processes, Toter does not make any more detailed information public. Our excellent track record in the U.S. municipal market for nearly 40 years and with Tucson and OMNIA Partners (and formerly National IPA) for a decade validate the soundness of our processes. Toter has provided an outline of our process but does not provide this manual outside Toter's internal use. It is important to note that our carts last 15-20+ years, and we back our carts with a 12 year cart body warranty, plus 10 years on all other cart components.

- **Page 48 of 52, Item C – Qualifications and Experience** - The Evaluation Criteria requires that Toter submit our Dunn and Bradstreet Comprehensive Insight Plus Report. Due to the exorbitant fee associated with Dunn and Bradstreet access, we have cancelled our subscription for this service some time ago, and no longer have access to this specific report. Instead, we have provided an Experian report covering Wastequip, LLC as Toter, LLC's parent company. We trust that this report will provide what is needed for the City to evaluate our company for financial stability.



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

**TOTER POINTS OF NEGOTIATION
Response to the OMNIA Partners Attachment F
(Exceptions and Issues)**

Toter has reviewed the RFP documents and would like to present issues that are either exceptions or items that can be negotiated with the City and OMNIA Partners upon request prior to any contract award.

**ITEMS RELATED TO THE
NATIONAL COOPERATIVE CONTRACT PORTION OF THIS RFP**

- **Exhibit A – Item 1.2 – Marketing, Sales and Administrative Support** – Toter respectfully requests changes to the last paragraph to read:
 - Suppliers are required to pay an Administrative Fee of ~~3%~~ 2% of the greater of the Contract Sales, ~~exclusive of freight charges and applicable taxes~~, under the Master Agreement and ~~Guaranteed~~ Contract Sales under this Request for Proposal.
- **Exhibit A – Item 1.5 B – Objectives of Cooperative Program** - Toter respectfully requests this passage to read, "Establish the Master Agreement as ~~one of~~ the Supplier's primary go to market strategy to Public Agencies nationwide".
- **Exhibit A – Item 2.1 – Corporate Commitment** - Toter respectfully requests to amend this section to read:
 - A. "Supplier commits that ... (2) the Master Agreement is ~~one of the~~ Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted ~~as one of Supplier's go to market" strategies~~ to ~~all~~ Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners ~~(as mutually negotiated)~~ and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency...."
- **Exhibit A – Item 2.2 – Pricing Commitment** – Toter respectfully requests to amend this section to read:
 - Supplier commits the not-to-exceed pricing provided under the Master Agreement ~~pricing is its lowest available (net to buyer)~~ is competitively priced based on similar requirements and market consideration to Public Agencies nationwide under the same terms and conditions for purchase of the same products/services of comparable volume. ~~and further commits that if a Participating Agency is eligible for lower pricing through a national, state, or local or cooperative contract, the~~

~~Supplier will match such lower pricing to that Participating Agency under the Master Agreement.”~~

- **Exhibit A – Item 2.3 – Sales Commitment** – Toter respectfully requests the following change: “Supplier commits to aggressively market the Master Agreement as **one of its go to market strategies** in this defined....”
- **Exhibit A – Item 3.3.B.v – Marketing and Sales** – Toter also respectfully requests the following change to the first sentence of this section: “Commitment to attend, exhibit and participate at the NIGP Annual Forum ~~in an area reserved by OMNIA Partners for partner suppliers.~~”
- **Exhibit A – Item 3.3.E.ii – Marketing and Sales** - Toter also respectfully requests the following change: ~~Best government pricing~~ Pricing tailored to meet Participating Public Agency’s product/services needs.
- **Exhibit A – 3.3.M – Marketing and Sales** - Toter respectfully requests to amend the following section:
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require ~~pricing lower than the standard Master Agreement not to exceed pricing~~, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - ~~iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~
 - ~~iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~
- **Exhibit B – Item 9 - Administrative Agreement** – Toter respectfully requests to replace this item to reflect a mutual limitation of liability: **NO PARTY SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- **Exhibit B – Item 12 – Administrative Agreement**– We respectfully request that freight charges also be excluded from the fee amounts as is the way of handling freight in our current contract with the City of Tucson and OMNIA Partners.
- **Exhibit B – Item 14 – Administrative Agreement**– We respectfully request that the Administrative Fee payments be required to be paid to OMNIA Partners by the 30th day of the following month, in keeping with our current and past Agreements with OMNIA Partners. Toter also requests the following be stricken from the paragraph: **“All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 ½%) per month or the maximum rate permitted by law until paid in full.”**
- **Exhibit B – Item 18 - Administrative Agreement** – We respectfully request to add to the last sentence of this item, **“Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, which consent shall not be unreasonably withheld.”**
- **Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example** – The second paragraph under “Recitals” provides that the same pricing to the Principal Procurement Agency shall apply to Principal Public Agencies, but Toter has agreed to continue to provide custom services (non-standard industry services) to the City of Tucson at no additional charge. Those services are highlighted in this “Points of Negotiation” and cover special warranty and replacements parts arrangements that are only offered to the City of Tucson at no charge but do require fees based on the individual Participating Public Agency’s detailed Scope of Work. This request is consistent with the current contract held by Toter with the City of Tucson and OMNIA Partners (Contract #171717).



Toter, LLC's Response to the City of Tucson, Arizona

RFP # 226024

"Refuse & Recycling Container Solutions and Related Products, Equipment & Services"

ATTACHMENT F



Requirements for National Cooperative Contract

**Please note that Toter has answered questions within these pages.
We have included separately in our Proposal the non-modified RFP # 226024.**

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Toter, LLC

841 Meacham Road
Statesville, NC 28677

Toll Free: (800) 424-0422

Phone: (704) 872-8171

Fax: (833) 930-1124

Website: www.toter.com

Registered As: Corporation

FEIN: 56-1362422

Date of Incorporation: Continuous operation since 1962 as subsidiary of Rubbermaid Products. Organized as private corporation April 21, 1983 as Applied Products, Inc. Changed name to Toter Incorporated April 28, 1988, then Toter, LLC in June, 2012.

State of Incorporation: North Carolina

Headquarters: Statesville, North Carolina



B. Total number and location of salespersons employed by Supplier.

Toter's sales staff has expanded from 9-10 to 23 Regional Sales Managers within the past year, all based in key locations throughout the country, who will be responsible for field support of all Participating Agency locations. These industry experts will assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter also has in place 4 Regional Sales Directors over the above Managers, plus Toter's executive level ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.

Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support for across North America and beyond.

C. Number and location of support centers (if applicable) and location of corporate office.

Toter also employs 5 Customer Satisfaction Specialists and the Customer Service Manager at the Statesville, NC headquarters. An additional Customer Satisfaction Specialist is located in California for support of that area. The Statesville, NC headquarters also houses administration for Toter representatives, plants, and facilities. Our Wastequip parent company headquarters in Charlotte provides intracompany services of finance, purchasing, human resources, operations, and upper management level support of Toter.

D. Annual sales for the three previous fiscal years.

Toter's annual sales for 2019 was \$170 million, 2020 was \$180 million, and 2021 was \$208 million.

a. Submit FEIN and Dunn & Bradstreet report.

Toter and our parent company, Wastequip, no longer have a subscription to Dunn and Bradstreet (D&B). That subscription is exorbitantly expensive, and we have replaced D&B with a subscription to Experian. That report is attached covering Wastequip, LLC as Toter, LLC's parent company. We trust that this report will provide what is needed for evaluation of our company for financial stability. Please also see our "Points of Negotiation" included within our proposal.

E. Describe any green or environmental initiatives or policies.

At Toter (a Wastequip company), we believe that business should be a powerful tool to make the world a better place — and that doing the right thing for our people and our planet is also the right thing for our business.

Our company values – to act with honesty integrity and safety, to act quickly but thoughtfully, to improve what matters most, to embrace change, to keep our commitments – have provided the foundation upon which to build a thriving sustainability program.

To formalize our commitments to improving the lives of our employees and the communities we serve and leaving our planet better than we found it, we launched CORE, our corporate responsibility program in 2020. CORE is founded on using data to guide our next steps as well as progress and features our commitments to the three pillars of sustainability:

- **People** — promote workforce development and diversity, as well as to actively serve the communities where we operate through Wastequip Cares, our volunteerism and charitable giving program.
- **Planet** — take responsibility for the products we make and how we make them and reducing our carbon footprint.

- **Profit** — maintain the company's financial health, along with its ability to continue to support causes that directly contribute to a stronger future for the waste industry and local communities.

Our Wastequip VP of Research and Waste Stream Sustainability, who participates on the Wastequip CEO staff, manages the CORE program as well as a steering committee to guide Toter's CORE program direction with representation from HR, Finance, Marketing, Operations, and Sustainability. (Three steering committee members report directly to Wastequip's CEO.)

This team ensures that sustainability initiatives are included in their department's operating plans and provides communication to the executive team and the Board. Part of our CEO staff bonuses depend on achieving our CORE goals set by the steering committee.

Toter – a Planet Pillar - We want to leave the Planet better than we found it. Wastequip also manages daily progress toward our planet goals through our Sustainability team (a manager and vice president). While we've made strides previously – like installing energy-efficient lighting in our facilities, implementing a pallet-recycling program, recycling our own scrap, and reducing our inbound and outbound freight – our CORE program brings a more methodical approach to define meaningful steps and what's right for our planet with data.

In 2020, we commissioned an ISO 14044-compliant life cycle assessment (LCA) with critical review to evaluate the cradle to grave carbon footprint of our Toter carts and guide us toward the most-impactful priorities for mitigating climate change (to improve what matters most).

We learned that the greatest contributor to the carbon footprint of a Toter cart comes from virgin resin, so we created Project25, our goal to reduce the virgin resin we manufacture with by 25% across our entire operation, while maintaining our legendary durability (which also has an important benefit in the carbon footprint of a cart). We anticipate this will help reduce Toter's carbon footprint by at least 9% per cart. We have included tracking our progress toward this goal in our executive bonus requirements. Focusing this goal on virgin resin reduction has guided our operational priorities to lower the carbon footprint of our carts as quickly as possible, inspire engineering creativity, and foster stronger relationships with our suppliers to provide solutions as well.

We aim to balance post-consumer recycled content with post-industrial recycled content and cutting-edge resins for the optimal combination of supply availability, cost, and support for developing recycling markets, without compromising our warranty.

To achieve Project25, we are incorporating post-consumer (PCR) and post-industrial (PIR) sources of recycled material in our most-popular cart colors, launched the EVR-Green the first-ever 100% recycled cart body, and are manufacturing with a virgin resin that is stronger than its weight. Material traceability enables customers to know the exact amounts of PCR and PIR used in their orders and customers can also see the carbon footprint of their carts with our new calculator at <https://www.toter.com/carbon-emissions-calculator>.

So far, we have tested 50 recipes and 5,000 carts and continue to expand relationships with suppliers and test new recipes.

This year, we have also launched a cart buy-back program to reduce storage requirements for customers, keep valuable plastic out of landfills, and bring more material back to our manufacturing.

Toter – a People Pillar - We want to be the best company our people have worked for, and our communities have worked with. Diversity of thought enriches our experience as employees and makes us a stronger, better company. The best way we can ensure diversity of thought is to hire ppl of different backgrounds, keep them safe and happy, and pay and promote them fairly and equally – to create a company that's welcoming to *everybody*.

Our goal is to be the best job our employees have ever had – for every single employee. We measure this in our biennial employee survey and even base executive bonuses on improving the score.

Our Board is 75% diverse by ethnicity and gender. Our CEO staff is 30% diverse by ethnicity and gender. We've also diversified at the VP and director levels. We aim to support more women in manufacturing, a typically male-dominated industry. In 2021, we achieved gender pay equity at all levels of the company and continue to keep the data current each year. Creating our Wastequip Women's Group has been a major step in galvanizing women's involvement from corporate as well as at our plants.

We operate an intern program every summer, drawing students from all over the U.S., who work on real projects to move the company forward and experience all aspects necessary to a manufacturing company – Sales, Sustainability, Finance, Sales, Marketing, and Engineering. To foster this talent further, our Leadership Development Program (LDP) exposes entry-level talent to several aspects of our business via four distinct six-month rotations before placing them in a long-term position. In addition, we have implemented a welder training program that aims to recruit under employed individuals and teach them to weld, which enters them into the skilled labor pool.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

One of our **CORE** goals for 2002 (held accountable at the executive level) is to assess our supply base for diversity certifications. For many years, Toter's headquarters office/plant/distribution facilities in Statesville, NC has purchased office supplies from a certified women-owned local business, FSI Office, located in nearby Charlotte, NC. Our Logistics Teams utilize businesses certified and non-certified as Small, Women, Minority, Veteran, and other Disadvantaged ownership. Upon request by a Participating Public Agency, Toter is committed and adept at performing a Good Faith Effort to meet these requirements to the maximum level possible.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

- a. **Minority Women Business Enterprise:** No
If yes, list certifying agency: Does not apply
- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):** No
If yes, list certifying agency: Does not apply
- c. **Historically Underutilized Business (HUB):** No
If yes, list certifying agency: Does not apply
- d. **Historically Underutilized Business Zone Enterprise (HUBZone):** No
If yes, list certifying agency: Does not apply
- e. **Other recognized diversity certificate holder:** No
If yes, list certifying agency: Does not apply

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

One of our **CORE** goals for 2002 (held accountable at the executive level) is to assess our subcontractor base for diversity certifications. For many years, Toter has subcontracted with various businesses certified and non-certified as Small, Women, Minority, Veteran, and other Disadvantaged ownership. Upon request by a Participating Public Agency, Toter is committed and adept at performing a Good Faith Effort to meet these requirements to the maximum level possible.

I. Describe how supplier differentiates itself from its competitors.

Our roto molding process creates unparalleled durability. We offer the longest warranty on our cart bodies in the industry. In 2020, Wastequip commissioned RRS to conduct an ISO 14044-compliant life cycle assessment with critical review to evaluate the cradle to grave carbon footprint of a Toter® Cart and a user insight survey from more than 100 municipalities and waste haulers. We learned that on average, Toter customers reported keeping their carts almost two years longer than non-Toter customers.

Toter has described elsewhere in our overall proposal countless advantages of Toter carts and containers, typically designed differently from competitors who may utilize either injection or rotational molding. Ergonomics, stability in winds and set down, nestability when carts are completely assembled are just 3 of improvements made through the years with our carts by our listening to our customers' needs and problems. Toter always seeks to make impact with valuable solutions.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

There are no past bankruptcies or reorganizations of Toter, LLC and there are no current litigation matters that would affect Toter's performance hereunder.

K. Felony Conviction Notice: Indicate if the supplier

- a. **is a publicly held corporation and this reporting requirement is not applicable:** Not applicable
- b. **is not owned or operated by anyone who has been convicted of a felony; or:** Yes; we are not owned by such entities.
- c. **is owned or operated by an individual(s) who has been convicted of a felony and provide the names and convictions:** Not applicable

L. Describe any debarment or suspension actions taken against supplier

Toter has no such actions taken against our company, or our parent company, Wastequip.



Toter, LLC's Response to the City of Tucson, Arizona

RFP # 226024

"Refuse & Recycling Container Solutions and Related Products, Equipment & Services"

ATTACHMENT F



Requirements for National Cooperative Contract

**Please note that Toter has answered questions within these pages.
We have included separately in our Proposal the non-modified RFP # 226024.**

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Toter, LLC, unlike other cart manufacturers, is not in unrelated business such as food trays, soft drink crates, auto parts, etc. Our focus is 100% on the safe and efficient collection of commercial and residential waste streams.

In order to serve the entire U.S. Market, we divide our business into three (3) distinct channels:

- ✓ Residential sales to governments and private haulers for collection service
- ✓ Commercial (Pro Products) sales for industry, commercial buildings, and institutions, and
- ✓ Retail Sales to individuals who want a 15 to 20+ year cart for a variety of purposes in addition to waste collection.

Customers of the OMNIA Partners cart contract fall into the "Residential" channel since they are typically service providers needing a large number of carts to distribute to residences to facilitate automated collection. Of course, municipal collection can encompass garbage, recycling, yard waste and organics (separated food waste). Toter addresses all Participating agencies' possible needs by providing:

- Every conceivable cart size: 16, 21, 24, 32, 35, 48, 64, 64, 96 Gallons to match local ordinances, policies, and consumer preference. Smaller containers of 2 and 13 gallons provide for Organics programs.
- The correct load rating for the material being collected. Specifically, Toter 21, 32, and 48 gallon Organics carts carry the industry's highest load rating to match the very high density of food waste. Standard Toter carts meet the maximum allowable ANSI Standard load rating for materials other than Organics.
- Popular colors, including Granite colors, which distinguish one waste stream from another and present the municipal service in a popular, upscale manner.

- 12 Year Body Warranty (10 years on all other cart components) to reduce cart replacement cost by \$7 to \$9 per cart in years 11 and 12 of ownership.
- 15 to 20+ year Service Life of carts to provide clear value for governments and customers. Participating Agencies think long term and purchase based on the Lowest Lifecycle Cost. Conversely, injection molded carts are often chosen by private haulers (collection companies) who want “the cheapest cart I can get. It only has to last the 3 to 5 year term of my municipal contract.”
- A full offering of markings to educate users and make correct collection by municipal trucks easy and reliable.
- Project25, a 2021 goal to reduce virgin resin we manufacture with by 25% across our entire operation, while maintaining our legendary durability, and reducing our overall carbon footprint by at least 9% per cart. EVR-Green, a 100% recycled cart body, manufactured by incorporating into our resin post-consumer (PCR) and post-industrial (PIR) sources of recycled material. Both programs, Project 25, and EVR-Green, are significant changes that afford Participating Public Agencies the ability to increase their own carbon footprint, without compromising our warranty or durability!
- Collection service technology including semi-automated cart lifters and RFID tags and systems that support RFID data collection from cart delivery through on route service verification during collections. (See also below “wasteware” information.)
- Reliable, professional cart Assembly and Delivery Service and Full service Cart Maintenance Service. We perform these services efficiently and cost effectively for Participating Agencies that lack the staff and experience to implement a cart system (rollout) and service the carts on a daily basis.



For those Participating Agencies that also provide commercial service and/or collection at government owned multi-family dwellings and office buildings, Toter provides the industry’s most durable line of 1, 2, 3 and 4 cubic yard plastic Front End Load (FEL) Containers. The containers resist corrosion, are easier to move, and are quieter than traditional steel FELs. We also offer specially designed cubic yard plastic FELs for Organics. These specially engineered containers meet ANSI Standards with double the normal FEL load rating to handle very dense food waste.

Toter is constantly innovating new containers and carts. Our 48 gallon cart is in its 21st year of service while competitors ask municipalities to “make do” with improperly sized 32/35 and 64 gallon carts. Toter’s new 16 gallon cart supports special “Pay As You Throw” policies on the West Coast that use smaller garbage carts to encourage more recycling. Toter’s 2 Gallon Kitchen Collector and 13 Gallon Organics Cart support source separated Organics service where automated collection is not offered. Toter also carries specialized latches and manufactures Bear Carts to deter unwanted Bear populations in areas.

Roll carts and container services can be provided by Toter with our sister Wastequip company, ContainerPros. Offloading, assembly, and distribution of carts to households may be accomplished as individual services or all three services together. For example, ContainerPros sometimes provides unloading and assembly services for the City of Tucson. Other Participating Agencies may require unloading of carts upon delivery to the Participating Agency’s delivery site, complete assembly of carts to make them “Ready to Roll,” then distribution to residences and commercial addresses. ContainerPros has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using ContainerPros UHF Handheld Scanners that report delivery data in real time to our wasteware web portal, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format.

Toter is adept at assisting our customers with a leasing program alternative to an outright purchase. We work with financial institutions that specialize in municipal lending situations as third party financing. We understand the benefits of leasing: conservation of capital, better terms, simplified record keeping, easier allocation of cost, bank lines untouched, cleaner balance sheets, overcoming budget limits, convenience, etc.

Roll carts and container services can be provided by Toter with our sister Wastequip company, ContainerPros. Offloading, assembly, and distribution of carts to households may be accomplished as individual services or all three services together. Participating Agencies may require unloading of carts upon delivery to the Participating

Agency's delivery site, complete assembly of carts to make them "Ready to Roll," then distribution to residences and commercial addresses. ContainerPros has capabilities in place for the optional scanning of UHF RFID Tags during distribution, using UHF Handheld Scanners that report delivery data in real time to our wasteware web portal, and compiling that information in a Distribution Report (Tags coordinated with cart address) in Excel format.



Whenever a citywide implementation is required for new containers, we will meet or exceed the Participating Agencies' requirements regarding all deliveries. ContainerPros offers many value-added benefits and services that will ensure a smooth delivery and successful program implementation.

- ContainerPros' experienced Field Sales Managers will meet in advance with the Participating Agency and plan details of the cart implementation.
- ContainerPros will offload carts and assemble carts upon delivery. The Participating Agency provides a suitable staging area for assembly (paved, secure, partially covered, etc.).
- Because the EVR II carts nest when fully assembled, they require no on-street assembly, cutting down on noise and accelerating delivery times, increasing Participating Agencies' satisfaction as compared to other styles of carts that require assembly in the street.
- An information brochure provided by Toter may be affixed to the cart prior to the delivery of each cart. Toter can assist in developing educational materials to ensure the cart program's success.
- Toter has resources in place to survey citizens via web and mail, for residents' selection of various cart sizes and types in advance of delivery programs. Because each of these survey needs has unique requirements, timelines, and methods, we will quote the service on a case-by-case basis.
- ContainerPros can accommodate several delivery programs at once, depending on Participating Agencies' needs. ContainerPros will be happy to accommodate delivery schedules required by the Agencies.

Outline of Roll Cart Service offerings:

- **Assembly and Delivery services.** ContainerPros offers the traditional A&D services to deploy new fleets of plastic carts or commercial steel bin/containers. We provide an extensive planning and organization process to ensure that your new rollout is completed on time and with professionalism. We also offer delivery of smaller items such as "Kitchen Pails" for your organics collection services.
- **Unloading and Assembly.** ContainerPros offers unloading and assembly services for all customers' cart needs.
- **Cart Removal services.** ContainerPros offers cart removal services to assist in getting old carts from residents when new carts are being introduced. We will collect all old carts from the residents addresses and return them to a designated site of your choice. Optional additional services offered are to sort, grade and stack the old carts for future usage.
- **Recycling Services.** ContainerPros offers a recycling program for old carts that have served their useful life. We can supply recyclers local to Participating Public Agencies, and/or arrange for old carts to be disassembled, loaded out and transported to a recycling facility. This program offers money back per recycled pound of plastic. This also assists with customer Diversion and Sustainability initiatives.
- **Route Audit services.** ContainerPros provides Route Auditing Services, which may include bin and/or cart size and quantity verification, set-out rates, condition status of assets, and other audit data points. Additionally, Route Audit results can be compared and reconciled against internal billing levels to optimally capture all billable accounts."
- **RFID Retrofit services.** ContainerPros offers the ability to retrofit existing cart fleets with RFID tags. Each retrofitted cart into a database for inventory tracking needs.
- **Stickering/Labeling services.** ContainerPros offers cart and commercial bin/container labeling/stickering, relabeling, rebranding services.

- **Maintenance Contract services.** When customers deploy new cart fleets, they find themselves in the daily business of delivering, removing, exchanging, and repairing carts. The volume of these customer calls is unpredictable, as is the cost to add sufficient staff and vehicles to provide this new service.
 - ContainerPros provides service that manages the cart fleet for a fixed price, regardless of the number of service requests.
 - Work Orders are closed on time and within the annual budget.
 - We will work with customers to determine a process for warranty management. Carts are repaired or replaced at the customer's address regardless of the cause of damage, except for criminal acts (arson, theft, and vandalism) or abuse based on the contract specifications.
 - As the cart fleet ages, the daily maintenance program makes planned cart replacement unnecessary, thereby avoiding a significant capital expenditure.
 - We have provided Full-Service Cart Delivery and Maintenance Service since 1994 and currently have about 800,000 carts under our service.
 - Our service personnel are factory trained, insured and background checked.
 - They operate clean and well-maintained vehicles that are marked with the ContainerPros logo and any other information specific to the service area.
 - We provide timely response to every work order as well as the necessary reporting to satisfy the local service requirements.
- **Commercial Bin/Container Exchanges.** ContainerPros will deliver the new bins/containers to the appropriate commercial account and remove the old bin/container. The old bin/containers will be delivered to the location of the Agency's choice for reallocation, rebranding, recycling, etc. ContainerPros also offers commercial bin/container deliveries only. Or, when commercial bin/containers are removed from accounts, we can assist with either of those needs. We also offer all assembly, labeling/stickering, receiving and unloading of bin/containers.

As part of the WASTEQUIP All-In-One Solutions Strategy, we have developed wasteware as a separate/sister company to Toter. wasteware is a vendor-agnostic, web-based solutions hub that takes the pain out of managing your cart, container, and customer services.

Customize wasteware with built-in flexibility options to assemble your ultimate solution. Cart Roll-Out Solutions, Inventory Management, Customer Service, Real-Time Reporting, Service Scheduling, and Asset Location Monitoring are only a few highlights of wasteware's capabilities. wasteware has all this in ONE convenient service.

Beside our web-based software, wasteware comes with a native App for the infield workforce and our ruggedized handheld device with embedded RFID and Barcode Scanner as well as high resolution camera.

RFID Service Verification Technology is a further component of wasteware and allows tracking of the waste collection services.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Our extensive customer base demands rigorous, just-in-time delivery performance. Utilizing all our resources and experience for production and shipping options, we seek to deliver product to Participating Agencies (and all Toter customers) within timeframes to meet their needs. We provide lead times at time of order entry, based on production capacities, quantities for orders, timeframe for approval of markings and graphics, customizations that may require additional lead times, and estimated time to always ship, bearing the customer's needs in mind. These delivery timeframes are communicated in writing to the customer, via email, fax, or as necessary, via mail. Our experienced Transportation Department keenly compares freight rates among reliable common carriers to get the very best rates and timeframes for our customers. Our experienced Transportation Department keenly compares

freight rates among qualified and reliable common carriers to get the very best rates and timeframes for our customers.

Toter sales and services encompass North America (including Canada), and U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail, or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Toter sales off the Master Agreement are only available through direct ordering, making the process for ensuring Participating Agencies receive Master Agreement pricing simple. All quotes are done through Salesforce with specific products established and used for all quotes off the contract. Quotes also include OMNIA logo (with permission) with contract number and contract information. Toter provides Agencies with copies of price lists, upon request, for any verification and audit purposes, and per compliance agreed upon by parties within the resulting Master Agreement.

D. Identify all other companies that will be involved in processing, handling, or shipping the products/service to the end user.

Toter's use of other companies to assist in providing carts to the Participating Agencies includes shipping by freight hauler/common carrier, and subcontracted off-loading, assembly, and distribution, as required. Toter must evaluate each order as a unique opportunity, considering Participating Agencies' order volume and location, and keeping the needs of each Agency in mind. Toter is contracted with 193 transportation companies and requalify each monthly based on safety, quality, and insurance.

ContainerPros has no dealings with processing, handling, or shipping products to Participating Agencies. ContainerPros will, as contracted by Participating Agencies, provide services to those products that are purchased under this contract. These services are outlined extensively in the City and OMNIA Partners sections of this proposal.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

Toter, LLC is pleased to provide agencies participating in this Contract the industries' largest rotational molding manufacturing company in North America. Toter manufactures rotationally molded carts at plant locations supported by distribution centers in the United States and Mexico with a combined capacity in excess of over 4 million carts per year. Toter's East Coast operation and corporate headquarters are located in Statesville, North Carolina (headquarters/offices, distribution center, manufacturing facility). On the Texas-Mexico border in the Ciudad de Acuna, Mexico which began operation in August 2000 and is supported by a distribution center in Del Rio, TX. All manufacturing facilities hot-melt compound, pelletize and pulverize the raw materials used in the molding process.

Toter is also North America's largest supplier of containers for the retail market: Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Walmart, Amazon, Wayfair, Meijer Stores, and various other retail stores.



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

ATTACHMENT F



Requirements for National Cooperative Contract

**Please note that Toter has answered questions within these pages.
We have included separately in our Proposal the non-modified RFP # 226024.**

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

Having held this contract since 2007, Toter has the distinct advantage of being able to immediately implement the Master Agreement. Toter's executive leadership and sales team are fully invested and ready for a seamless transition. Within 30 days, Toter will update marketing materials to announce our re-award of this contract and update our website information.

Immediately after award notification, we will notify existing customers and forecasted customers concerning this re-award, possibly bringing sales out of "limbo" due to the impending current end date (April 30, 2023) and awaiting the result of this proposal process. The Sales Team is already extensively trained and experienced to promote the Master Agreement at sales calls and in project situations with a rapid rate of success. Each Participating Agency listing/update, frequently provided by OMNIA, is already forwarded to our Field Sales, with the new agencies highlighted for them. National IPA Suppliers – helpful insight/substantiation for persuading Participating Agencies to use Toter's Master Agreement.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Toter can meet or exceed the timeline provided, and an award to Toter would be a seamless continuation of our previous 3 contracts with the City of Tucson and OMNIA Partners (formerly under “National IPA”). Beginning the month following award, Toter will draft and distribute, with approval from Omnia Partners, a press release announcing the contract award, products included in the contract and contract period. The press release will be distributed to our standard waste industry media list and shared on social platforms including LinkedIn, Twitter and Facebook. The press release will also be uploaded to the Toter.com News section.

ii. Announcement, Master Agreement details and contact information published on the Supplier’s website within first 90 days

Toter will announce the award to our customers and educate them on the benefits of cooperative purchasing through OMNIA through a series of emails. Information regarding our current contract is already on our website: <https://www.toter.com/resources/municipal-purchasing-process>. Information will be updated following award of the new contract as needed.

iii. Design, publication, and distribution of co-branded marketing materials within first 90 days

Information regarding our current contract is already on our website: <https://www.toter.com/resources/municipal-purchasing-process>. Information will be updated following award of the new contract as needed. Our existing OMNIA Partners brochure will also be updated as needed: https://www.toter.com/sites/default/files/Toter_OMNIA_Partners_Contract_032019_DIGITAL.pdf

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e., NIGP Annual Forum, NPI Conference, etc.), regional (i.e., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement

Regarding tradeshow and events, Toter exhibits at the NIGP Annual Forum. For other events, trade shows, conferences and meetings, Toter will review opportunities and participate with events that align with our product offerings and customer base. (Please see Toter’s Points of Negotiations.)

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Toter always participates in the NIGP Annual Forum Exhibiting, with booth space purchased and staffed appropriately. However, Toter needs flexibility to exhibit in an appropriate booth space at this event and will consider the location of the area reserved by OMNIA Partners’ suppliers.

Furthermore, Toter will review and seek to comply, as possible, with any requests of OMNIA Partners for overall promotion and marketing efforts for the NIGP Annual Forum.

(Please see Toter’s Points of Negotiations.)

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

For advertising, Wastequip will promote the availability and benefits of cooperative purchasing in national waste industry sites/publications to include Waste Dive, Waste Today, Waste Advantage and APWA.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Please see the attached “OMNIA Partners Marketing” proposal that showcases Toter’s commitment to cross marketing through various avenues of social media, digital print, email blasts, tradeshow, and SEO keywords.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier’s website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners’ website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Information regarding OMNIA is available on Toter.com with a link to our page on the OMNIA site, providing contract details listed above. We look forward to continuing our full participation in these important trade shows, conferences, meetings, forums, and any events that we may possibly link with OMNIA to grow the Participating Agency base for both Toter and OMNIA. Toter understands, firsthand from our current contract, the importance of continuing a national and regional advertising in trade publications, and the ever-growing opportunities gained through electronic/internet web-based presence. We are committed to actively marketing and promoting the Master Agreement throughout its term.

C. Describe how Supplier will transition any existing Public Agency customers’ accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

List of current Toter held cooperatives, aside from the City of Tucson, AZ / OMNIA Partners Contract:

- Sourcewell
- Connecticut Regional Council of Governments (CRCOG)
- Commonwealth of Pennsylvania – COSTARS-17
- Virginia Sheriffs’ Association
- H-GAC
- State of Utah

Toter’s initial contract with City of Tucson / OMNIA (formerly National IPA) in 2017 was the first cooperative agreement on a national scale in our market space. We utilized that opportunity to our advantage in educating our customers on cooperative purchasing and quickly transitioned customers to the Master Agreement. We will continue to approach existing and potential customers with this Master Agreement as our “go to” in Cooperative Purchasing. We will also continue to endeavor to transition our current contracts to the National IPA Master Agreement mindset.

Toter is most proud of our over 317 Public Agencies utilizing this contract since the initial contract award. We continue to grow and add new Public Agencies every year and will continue to work to transition existing and municipal customers to the Master Agreement.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Toter agrees to provide any Toter brand logos; Toter provides permission for reproduction of such Toter logo(s) in marketing communications and promotions.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. Best government pricing**
- iii. No cost to participate**
- iv. Non-exclusive**

Toter agrees to continue our proactive direct sales approach, using the OMNIA Partners logo, and promoting the contract in sales initiatives.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners**
- iv. Knowledge of benefits of the use of cooperative contracts**

Toter agrees to continue to ensure that our national sales force has the absolute latest information concerning this Master Agreement, including, at minimum, the points listed above in Items i through iv.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support**
- ii. Marketing**
- iii. Sales**
- iv. Sales Support**
- v. Financial Reporting**
- vi. Accounts Payable**
- vii. Contracts**

- i. **Executive Support** - Laura Hubbard, Director of Municipal Sales, lhubbard@wastequip.com, Phone: 704-682-3398
- ii. **Marketing** - Wastequip Marketing Department, headed by Amy Wright, Vice President of Marketing for Wastequip, awright@wastequip.com, Phone: 704-936-5615.
- iii. **Sales** - Derrick Masimer, Vice President of Sales Operations, dmasimer@wastequip.com, Phone: 206-779-1037
- iv. **Financial Reporting** - Kellie Clark, Sr Manager of Bids and Contracts, kclark@toter.com, Phone: 704-768-2584.
- v. **Accounts Payable** – Robin Hickman, Controller Shared Services, rhickman@wastequip.com, Phone: 704-681-5874.
- vi. **Contracts** – Kellie Clark, Sr Manager of Bids and Contracts, kclark@toter.com, Phone: 704-768-2584.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Toter's sales staff has expanded from 9-10 to 23 Regional Sales Managers within the past year, all based in key locations throughout the country, who will be responsible for field support of all Participating Agency locations. These industry experts will assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates to Participating Agencies, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Toter also has in place 4 Regional Sales Directors over the above Managers, plus Toter's executive level ensure that long term

strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.

Toter also has an Inside Sales Team supporting the above, to provide quoting and assistance as needed. There are 7 Inside Sales staff, led by 1 manager position. This team extends all of Wastequip's Sales Teams, including Toter sales, to provide centrally located support for across North America and beyond.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Fortunately, cooperative purchasing has grown so much over the last 15 years since our initial contract, that most municipal purchasing departments are familiar with and actively use OMNIA for other contracts. Toter's sales team will continue to work with the OMNIA Partners team as needed when dealing with Public Entities, such as Procurement/Purchasing Department hesitancy toward the contract. We will continue to support OMNIA by building relationships with current Participating Agencies and grow business relationships by introducing OMNIA Sales to our existing customers and Participating Agencies.

We recognize the extensive level of expertise and resources that the OMNIA Partners team possess, and when coupled with our Toter Field Sales' expertise and resources, they may better support each other, assisting with difficult situations and sales in a team effort. Toter Field Sales will be required to meet with their OMNIA Representative on a quarterly basis. We anticipate that these plans will be fully implemented within the first 90 days of the new contract period.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.

Toter will continue to use our best resources of time, experience and personnel to accomplish these requirements. When we expanded our regional sales manager force across the United States from 10 to 23 staff, we increased our "boots on the ground" with detailed training to carry out the requirements of the contract and offer OMNIA Partners to Participating Public Agencies. We specifically send out new participating agencies to our sales team. Our sales team training includes how to present the OMNIA Partners Master Agreement to Participating Public Agencies, problem-solving and best solutions, and utilizing the Master Agreement to gaining maximum sales while avoiding expensive and time-consuming (for all parties involved) bidding/RFP processes.

Our marketing and sales efforts for any resulting Master Agreement are included in our proposal with examples.

Toter staff is well familiar with past requirements of Master Agreements, which lends to a routine in handling scheduled requirements of the Agreements. We understand accountability to any resulting contracts, and we always see to perform contract administration for all our contracts with attention to detail/requirements, timely completion of responsibilities, as well as quick responses to inquiries from the City of Tucson, OMNIA Partners, and/or Participating Public Agencies.

CONTINUED – next page

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Toter's municipal sales for the year 2021 were over \$50 million, including State and local customers (cities, states, counties, townships, boroughs, and other government/public agency customers).

Participating Agency	Sales (millions)	Contact	Address/Email/Phone
Fort Wayne, IN	\$1.82	Matt Gratz	200 E. Berry Street, Suite 425 Fort Wayne, IN 46802 matt.gratz@cityoffortwayne.org 260-427-6523
Fresno, CA	\$2.49	Su Fang	1325 El Dorado Street Fresno, CA 93706 su.fang@fresno.gov 559-621-1801
Visalia, CA	\$5.35	Danny Galindo	309 N. Cain Street Visalia, CA 93292 danny.galindo@visalia.city 559-713-4299
Prince George's County, MD	\$2.83	Marilyn Rybak	9200 Basil Court, Suite 300 Largo, MD 20774 merybak@co.pg.md.us 301-780-6315
Washington DC	\$1.75	Marlon Wright	2750 Capitol Street SE Washington, DC 20032 marlon.wright@dc.gov 202-645-3902
Tucson, AZ	\$3.49	Pat Tapia	4004 S. Park Avenue Tucson, AZ 85814-1647 pat.tapia@tucsonaz.gov 520-791-3175
Albuquerque, NM	\$3.32	Paul J. Lopez	4600 Edith Blvd, NE Albuquerque, NM 87107-4043 pjlopez@cabq.gov 505-761-8142
Dallas, TX	\$6.82	Chatonya Tatum	2721 Municipal Street Dallas, TX 75215 chatonya.tatum@dallascityhall.com 214-670-8184
Denver, CO	\$8.01	Ken Arguello	201 W. Colfax Ave Dept 304, 11 th Floor Denver, CO 80202 ken.arguello@denvergov.org 720-337-1150
Fort Worth, TX	\$8.08	Christian Harper	100 Throckmorton St., Suite 700 Fort Worth, TX 6102 christian.harper@fortworthtexas.gov 817-713-1703

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Toter is capable of accepting orders via fax, phone, email, EDI, and other ecommerce methods (Arriba.com). Orders are entered, then acknowledged with confirmations sent to customers via email, or as necessary, by fax or mail. Following confirmation from the customer, orders are released in the system to manufacturing.

Orders are manufactured/produced by system releases, then shipments are sent to the desired location. Bill of Ladings are system created and sent with each shipment. For customers using EDI, the Advanced Ship Notice is system generated.

Shipments are invoiced based on a trigger from the system when the Bill of Lading is created. These invoices are system created the following business day and sent via mail, email, or EDI Invoicing. Toter is able to receive payment via ACH, wire or by check.

Of special note, Toter uses a Document Imaging System to capture all important documents associated with all facets of the order to cash process. This gives us the capability to quickly locate any document for review or exchange with the customer.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____.00 in year one

\$ _____.00 in year two

\$ _____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

\$ _** _____.00 in year one

\$ _** _____.00 in year two

\$ _** _____.00 in year three

** Due to the fluctuations in municipal projects, we cannot guarantee minimum contract sales. Toter has a proven record of winning and growing sales under this contract with annual average sales of \$22.9M over the last 3 years.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Please see Toter's Points of Negotiations.

Toter's primary goal is to provide our customers with the best products and service solutions in accordance with their procurement requirements and preferences. The reality of prospects who either choose to issue their own bids or are required to by ordinance or policy, is that they have rejected our OMNIA path to purchasing the industry's best carts and we must respond according to the terms and conditions of the solicitation.



**Toter, LLC's Response to the City of Tucson, Arizona
RFP # 226024
"Refuse & Recycling Container Solutions and Related Products,
Equipment & Services"**

Attachments for Submittal



Requirements for National Cooperative Contract

The following requested documents are attached for Toter, LLC's RFP submittal.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

D. Annual sales for the three previous fiscal years.

Toter's annual sales for 2019 was \$170 million, 2020 was \$180 million, and 2021 was \$208 million.

a. Submit FEIN and Dunn & Bradstreet report.

Please see the attached requested documentation.

3.3 Marketing and Sales

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:



vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Please see the attached PowerPoint Presentation that showcases Toter's commitment to cross marketing through various avenues of social media, digital print, email blasts, tradeshow, and SEO keywords.

Subcode: 548467

Ordered: 09/19/2022 13:03:11 CST



Transaction Number: C714553700

Search Inquiry: WASTEQUIP, LLC/6525 MORRISON BLVD STE 300/CHARLOTTE/NC/28211-0500/US/748967871

Model Description: Intelliscore Plus V2

DecisionIQ

Credit Decision: Manual Review

Decision Date: 09/19/2022 13:03:13 CDT

Recommended Credit Limit: \$3,288,800.00

Business Name

WASTEQUIP, LLC

Business Identification Number

748967871

Doing Business As: WASTEQUIP MANUFACTURING CO LLC

Website: www.wastequip.comPrimary Address: 6525 CARNEGIE BLVD STE 300
CHARLOTTE, NC 28211-0500

Phone: (216) 292-2554

Ultimate Parent: H.I.G. CAPITAL, LLC

This business is a member of a corporate family.
[See the corporate hierarchy by clicking here](#)

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Risk Dashboard

Risk Scores and Credit Limit Recommendation		Days Beyond Terms	Derogatory Legal	Fraud Alerts
Intelliscore Plus	Financial Stability Risk	Company DBT	Original Filings	High Risk Alerts
43 MEDIUM RISK	32 LOW TO MEDIUM RISK	7	1	0
Score range: 1 - 100 percentile		Industry DBT: 4		
Credit Limit Recommendation: N/A				

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Business Facts

Years on File: 45+ (FILE ESTABLISHED PRIOR TO 01/1977)	SIC Code: SPECIAL INDUSTRY MACHINERY, NEC - 3559
State of Incorporation: OH	INDUST TRUCKS/TRACTORS/TRAILERS/STCKERS - 3537
Date of Incorporation: 11/04/1988	TEXTILE MACHINERY - 3552
Business Type: Institutions - Profit	NAICS Code: Other Industrial Machinery Manufacturing - 333249
Contacts: MARTIN BRYANT - CHIEF EXECUTIVE OFFICER	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing - 333924
MARTY BRYANT - CHIEF EXECUTIVE OFFICER	Water, Sewage and Other Systems - 221300
SCOTT JOHN - PRESIDENT	

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Commercial Fraud Shield

Evaluation for: **WASTEQUIP, LLC, 6525 CARNEGIE BLVD STE 300, CHARLOTTE, NC28211-0500**

Business Alerts		Verification Triggers
Active Business Indicator:	Experian shows this business as active	The primary Business Name, Address, and Phone Number on Experian File were reviewed for High Risk indicators, no High Risk indicators were found.
Possible OFAC Match:	No OFAC match found	
Business Victim Statement:	No victim statement on file	

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Credit Risk Score and Credit Limit Recommendation

Credit Risk Score: Intelliscore Plus

Current Intelliscore Plus Score: 43



This score predicts the likelihood of serious credit delinquencies for this business within the next 12 months. Payment history and public record along with other variables are used to predict future risk. Higher scores indicate lower risk. This company is classified as a large business and is compared to businesses of similar size.

Factors lowering the score

- ▶ NUMBER OF COMMERCIAL ACCOUNTS THAT ARE CURRENT
- ▶ PERCENT OF SERIOUSLY DELINQUENT COMMERCIAL ACCOUNTS
- ▶ PERCENT OF DELINQUENT COMMERCIAL ACCOUNTS
- ▶ BALANCE OF RECENTLY DELINQUENT COMMERCIAL ACCOUNTS

Risk Class: 3

MEDIUM RISK

The risk class groups scores by risk into ranges of similar performance. Range 5 is the highest risk, range 1 is the lowest risk.

Industry Risk Comparison

42% of businesses indicate a higher likelihood of severe delinquency.

Intelliscore Plus Quarterly Score Trends

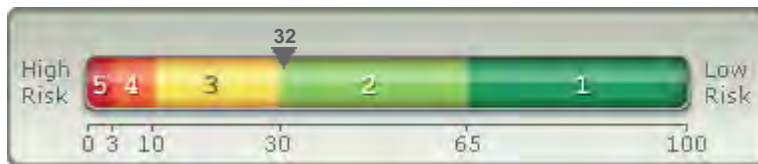
Quarterly Score Trends



The Intelliscore Plus Quarterly Score Trends provide a view of the likelihood of delinquency over the past 12 months for this business. The trends will indicate if the score improved, remained stable, fluctuated or declined over the last 12 months.

Credit Risk Score: Financial Stability Risk

Current Financial Stability Risk Score: 32



This score predicts the likelihood of financial stability risk within the next 12 months. The score uses tradeline and collections information, public filings as well as other variables to predict future risk. Higher scores indicate lower risk.

Factors lowering the score

- ▶ NUMBER OF COMMERCIAL COLLECTION ACCOUNTS
- ▶ PERCENT OF COMMERCIAL ACCOUNTS DELINQUENT
- ▶ NUMBER OF COMMERCIAL DEROGATORY PUBLIC RECORDS
- ▶ RISK ASSOCIATED WITH THE BUSINESS TYPE

Risk Class: 2

LOW - MEDIUM RISK

The risk class groups scores by risk into ranges of similar performance. Range 5 is the highest risk, range 1 is the lowest risk.

Industry Risk Comparison

31% of businesses indicate a higher likelihood of financial stability risk.

Financial Stability Risk Quarterly Score Trends

Quarterly Score Trends



The Financial Stability Risk Quarterly Score Trends provide a view of the likelihood of financial stability risk over the past 12 months for this business. The trends will indicate if the score improved, remained stable, fluctuated or declined over the last 12 months.

Credit Limit Recommendation

Credit Limit Recommendation
N/A

See [DecisionIQ decision band](#) for Credit Limit Recommendation.

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Payment and Legal Filings Summary

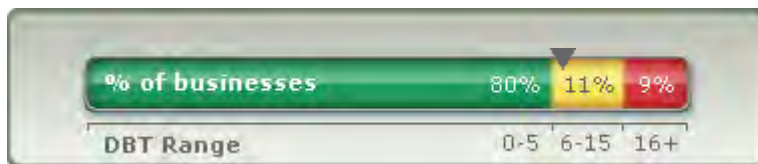
Payment Performance		Trade and Collection Balance		Legal Filings	
Current DBT:	7	Total trade and collection (77):	\$2,037,568	Bankruptcy:	No
Predicted DBT as 11/16/2022 :	7	All trades (75):	\$2,033,100	Tax Lien filings:	1
Monthly Average DBT:	4	All collections (2):	\$4,468	Judgment filings:	0
Highest DBT Previous 6 Months:	7	Continuous trade (46):	\$1,774,000	Sum of legal filings:	\$1,023
Highest DBT Previous 5 Quarters:	14	6 month average:	\$1,774,000 - \$3,652,100	UCC filings:	28
Payment Trend Indication:		Highest credit amount extended:	\$2,689,400	Cautionary UCC filings:	No
Payments are stable		Most frequent industry purchasing terms:			
		NET 30,CONTRCT,REVOLVE			

Industry Comparison

Industry DBT Range Comparison

The current DBT of this business is 7. 11% of businesses have a DBT range of 6-15.

DBT for this business: 7



DBT Norms

All industry: 4

Same industry: 4

Industry Payment Comparison

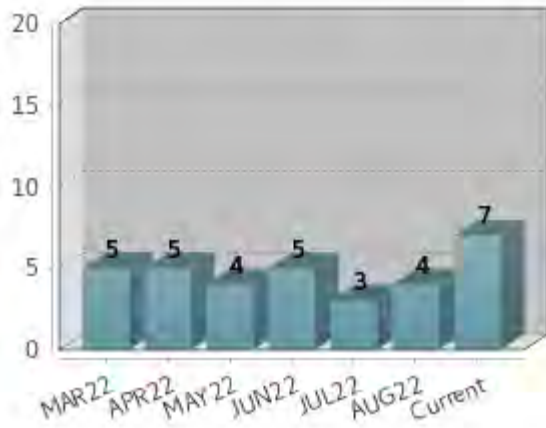
Has paid the same as similar businesses

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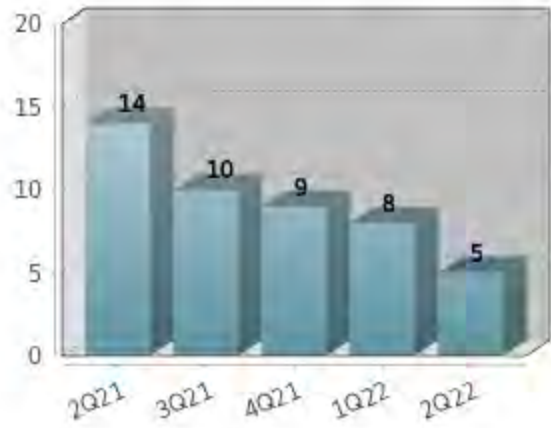
Payment Trending

DBT Trends

Monthly DBT Trends



Quarterly DBT Trends



Monthly Payment Trends

Payment Trends Analysis SPECIAL INDUSTRY MACHINERY, NEC - 3559						Account Status Days Beyond Terms			
Date Reported	Industry Cur	DBT	Business DBT	Balance	Cur	1-30	31-60	61-90	91+
CURRENT	88%	4	7	\$1,774,000	69%	25%	5%		1%
AUG22	88%	4	4	\$3,198,900	81%	16%	3%		
JUL22	89%	3	3	\$3,024,300	87%	10%	3%		
JUN22	89%	3	5	\$3,391,700	82%	12%	6%		
MAY22	89%	3	4	\$3,652,100	75%	24%	1%		
APR22	89%	3	5	\$3,333,600	71%	27%	2%		
MAR22	90%	3	5	\$2,992,900	73%	25%	2%		

Quarterly Payment Trends

Payment History - Quarterly Averages					Account Status Days Beyond Terms			
Quarter	Months	DBT	Balance	Cur	1-30	31-60	61-90	91+
Q2 - 22	APR - JUN	5	\$2,332,500	75%	21%	4%		
Q1 - 22	JAN - MAR	8	\$2,085,700	64%	29%	5%	1%	1%
Q4 - 21	OCT - DEC	9	\$1,951,900	55%	39%	4%	1%	1%
Q3 - 21	JUL - SEP	10	\$777,700	77%	12%	5%	2%	4%
Q2 - 21	APR - JUN	14	\$525,800	62%	24%	7%	1%	6%

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Collection Experiences

Date Placed	Status	Original Balance	Outstanding Balance	Date Closed	Agency	Agency Phone
05/2021	Open Account	\$349	\$349		RECEIVABLES PERFORMANCE MANAGE	(425) 984-2252
07/2019	Closed, Uncollected	\$4,119	\$4,119	06/2021	ALTUS GLOBAL TRADE SOLUTIONS	(800) 509-6060

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Trade Payment Summary

Trade Line Type	Lines Reported	DBT	Recent High Credit	Balance	Current	01-30	31-60	61-90	91+
Continuous	46	7	\$5,314,200	\$1,774,000	69%	25%	5%		1%
New	0			\$0					
Combined Trade	46	7	\$5,314,200	\$1,774,000	69%	25%	5%		1%

Additional	29	\$518,000	\$259,100	65%	12%		23%
Total Trade	75	\$5,832,200	\$2,033,100	70%	23%	4%	3%

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Trade Payment - New and Continuously Reported Trade Details											
Payment Experiences (Trade Lines with an (*) after the date are newly reported)						Account Status Days Beyond Terms					
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+	Comments
AUTOMOTIVE	08/2022	12/2018	CONTRCT		\$0						
BLDG MATRL	08/2022		1/10N11	\$900	\$0						
BLDG MATRL	09/2022		NET 30	\$12,300	\$12,300	15%	63%	22%			
BUREAU	06/2022	06/2022	NET 30	\$47,200	\$47,200		1%	99%			
COMMUNICTN	08/2022		VARIED	\$121,600	\$24,000	4%	53%	43%			
CONSTRUCTN	09/2022		NET 30		\$0						
ELEC DISTR	09/2022		OTHER	\$1,700	\$0						
ELEC DISTR	09/2022	07/2019	VARIED		\$0						
ELEC SUPLR	08/2022	08/2022	VARIED	\$25,000	\$10,100	100%					
EQUIPMENT	09/2022	09/2022	NET PRX	\$14,800	\$6,100	18%	82%				
FAB METALS	07/2022		NET 30		\$0						
FACTOR	09/2022		VARIED		\$0						
FINCL SVCS	09/2022	08/2022	VARIED	\$7,600	\$100		82%	18%			
FINCL SVCS	09/2022		CONTRCT	\$400	\$0						
FINCL SVCS	08/2022	04/2017	CREDIT		\$0						ACCTCLOSED
FREIGHT	08/2022	07/2022	VARIED	\$23,700	\$0						
GENERAL	08/2022	07/2022	OTHER	\$116,700	\$0						
GENERAL	08/2022	08/2022	VARIED	\$516,700	\$423,000	50%	50%				
GENERAL	08/2022	07/2021	COD		\$0						
GENERAL	08/2022	08/2022	OTHER	\$69,700	\$26,300	80%		20%			
GENERAL	07/2022	05/2022	OTHER	\$89,100	\$0						
GENERAL	08/2022	04/2020	OTHER		\$0						
HARDWARE	08/2022	08/2018	CREDIT	\$500	\$500					100%	CHARGE OFF
INDUS SUPL	09/2022	08/2022	VARIED	\$245,700	\$140,400	77%	23%				
INDUS SUPL	08/2022		OTHER	\$14,300	\$900	96%		2%		2%	
INDUS SUPL	08/2022		OTHER	\$66,700	\$36,700	39%	45%			16%	
INDUS SUPL	08/2022			\$606,800	\$225,600	81%	16%	2%	1%		
INDUS SUPL	08/2022	07/2022	NET10TH	\$3,100	\$1,800	1%	99%				
IRON&STEEL	06/2022		.5/1015	\$2,689,400	\$584,500	100%					
IRON&STEEL	09/2022		NET 30	\$2,100	\$0						
MANUFCTRNG	08/2022		VARIOUS	\$3,900	\$0						
METAL DIST	09/2022		NET 30	\$115,800	\$46,200	30%	70%				
METAL DIST	09/2022		VARIED	\$160,900	\$89,900	41%	59%				
METAL DIST	09/2022		NET 30	\$41,900	\$22,200	100%					
METAL WORK	09/2022		OTHER	\$18,400	\$1,600		100%				
PACKAGING	09/2022	12/2021	NET 30	\$59,800	\$26,100	42%	34%	24%			CUST 24 YR
PAINTS	06/2022	05/2022	NET 30	\$4,000	\$0						CUST 2 YR
PETROLEUM	07/2022	07/2022	VARIED	\$3,100	\$0						
ROOF CONTR	08/2022		NET 30		\$0						
TRANSPORTN	05/2022		OTHER	\$113,000	\$23,400	33%	26%	18%		23%	
TRANSPORTN	07/2022	07/2022	VARIED	\$55,000	\$22,300		51%	40%	8%	1%	

TRANSPORTN	08/2022	05/2021	NET 15	\$19,600	\$0					
TRANSPORTN	09/2022	03/2021	NET 30	\$41,500	\$2,800	34%	30%	8%	28%	90+DYS SLO
TRANSPORTN	05/2022	09/2019	COD	\$1,300	\$0					
WAREHOUSE	08/2022	05/2016	CREDIT		\$0					
WHLSE TRAD	09/2022		NET 60		\$0					

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Trade Payment - Additional Trade Details										
Payment Experiences (Trade Lines with an (*) after the date are newly reported)					Account Status Days Beyond Terms					
Business Category	Date Reported	Last Sale	Payment Terms	Recent High Credit	Balance	Cur	1-30	31-60	61-90	91+ Comments
ACCT SVCS	04/2021		VARIED	\$10,200	\$10,200	69%	31%			
AUTO ACCES	03/2022	09/2013	OTHER		\$0					
AUTO RENTL	09/2022		NET 30		\$0					
CELLUL/PAG	12/2019		NET 30	\$67,500	\$67,500	70%	30%			
ELEC DISTR	09/2019	04/2019	2/10N25	\$800	\$0					CUST 4 YR
EQUIPMENT	03/2021	06/2015	NET PRX	<\$100	\$0					CUST 2 YR
EQUIP LEAS	11/2019		CONTRCT	\$900	\$700	100%				
FACTOR	03/2021	09/2018	NET 30		\$0					
FINCL SVCS	09/2019		CONTRCT	\$19,200	\$19,200	100%				
FRGHT FWRD	08/2021	07/2021	NET 30	\$24,800	\$9,900					100%
FRGHT FWRD	11/2020		NET 30	\$2,400	\$2,400			100%		
GENERAL	10/2021	10/2021	OTHER	\$19,900	\$3,500	100%				
GENERAL	08/2020	03/2012	OTHER		\$0					
GENERAL	01/2020	04/2014	OTHER		\$0					
GENERAL	01/2020	06/2015	OTHER		\$0					
INDUS SUPL	03/2021		OTHER	\$7,200	\$900					100%
IRON&STEEL	05/2020		NET 30		\$0					
LEASING	08/2022		NET 10		\$0					
LEASING	09/2022		CONTRCT	\$119,300	\$55,000		15%			85%
LEASING	09/2022	08/2022	CONTRCT	\$232,200	\$83,000	99%	1%			
MANUFCTRNG	11/2021		VARIED		\$0					
OFFC EQUIP	09/2021	11/2020	VARIED	\$7,400	\$2,800					100%
PAINT SUPL	04/2022		VARIED	\$2,400	\$2,400	100%				
PERSNL SVCS	09/2021	02/2019	ROI		\$0					
PETROLEUM	01/2022		VARIED		\$0					
RETL TRADE	10/2019	12/2014	VARIED		\$0					ACCTCLOSED
TRANSPORTN	08/2020		NET 30		\$0					
TRANSPORTN	12/2021		VARIOUS		\$0					
TRANSPORTN	03/2021		NET 30	\$3,700	\$1,600					100%

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Legal Filings					
Tax Liens					
File Date	Filing Type	Status	Amount	Filing Number	Jurisdiction

Uniform Commercial Code (UCC) Filings

UCC Filing Summary

Date Range	Year	Cautionary UCCs **	Total Filed	Released / Termination	Continuous	Amended / Assigned
JUL - PRESENT	2022					
JAN - JUN	2022					
JUL - DEC	2021		3			
JAN - JUN	2021					
JUL - DEC	2020					
PRIOR TO JUL	2020		25		7	7
Total		0	28	0	7	7

** Cautionary UCC Filings include one or more of the following collateral: Accounts, Accounts Receivables, Contract Rights, Hereafter Acquired Property, Inventory, Leases, Notes Receivable or Proceeds.

UCC Details

UCC FILED Date: 08/05/2022
Filing Number: OH00265620013
Jurisdiction: SEC OF STATE OH
Secured Party: C T CORPORATION SYSTEM, AS REPRESENTATIV CA GLENDALE 91203 3

UCC FILED Date: 04/13/2022
Filing Number: OH00262129573
Jurisdiction: SEC OF STATE OH
Secured Party:

UCC FILED Date: 04/13/2022
Filing Number: OH00262129684
Jurisdiction: SEC OF STATE OH
Secured Party:

UCC FILED Date: 02/24/2022
Filing Number: OH00260592370
Jurisdiction: SEC OF STATE OH
Secured Party: FIRST-CITIZENS BANK & TRUST COMPANY FL JACKSONVILLE 32256 10

UCC FILED Date: 02/14/2022
Filing Number: OH00260305959
Jurisdiction: SEC OF STATE OH
Secured Party: FIRST-CITIZENS BANK & TRUST COMPANY FL JACKSONVILLE 32256 10

UCC FILED Date: 12/17/2021
Filing Number: OH00258873928
Jurisdiction: SEC OF STATE OH
Secured Party: CORPORATION SERVICE COMPANY, AS REPRES EN IL SPRINGFIELD 6270

UCC FILED Date: 08/17/2021
Filing Number: 2021081702090117
Jurisdiction: SEC OF STATE OK
Secured Party: MAY PROPERTIES INC TX SAN ANTONIO 78209 P.O. BOX 90264
Collateral: UNDEFINED

UCC FILED Date: 08/17/2021
Filing Number: 20213637551A
Jurisdiction: SEC OF STATE MS
Secured Party: MAY PROPERTIES, INC. TX SAN ANTONIO 78209 PO BOX 90264

UCC FILED Date: 08/17/2021
Filing Number: 210035645066
Jurisdiction: SEC OF STATE TX
Secured Party: MFLP, LTD. TX SAN ANTONIO 78209 P.O. BOX 90264

UCC FILED Date: 08/17/2021
Filing Number: OH00255543158
Jurisdiction: SEC OF STATE OH
Secured Party: MAY PROPERTIES, INC. TX SAN ANTONIO 78209 P.O. BOX 90264

[+ View Additional UCC Details](#)

Additional Business Facts

Corporate Registration

THE FOLLOWING INFORMATION WAS PROVIDED BY THE STATE OF KENTUCKY. THE DATA IS CURRENT AS OF 09/19/2022.

State of Origin: OH
Date of Incorporation: 11/04/1988
Current Status: Active
Business Type: Institutions - Profit
Charter Number: 1077466
Agent: CORPORATION SERVICE COMPANY
Agent Address: 421 W MAIN ST FRANKFORT, KY

Corporate Linkage		
Business Name	Location	BIN
Ultimate Parent of the inquired upon business and the top entity within the corporate family:		
H.I.G. CAPITAL, LLC	1450 BRICKELL AVE FL 31 - MIAMI,FL	736544949
Immediate Parent of the inquired upon business:		
H.I.G. CAPITAL, LLC	1450 BRICKELL AVE FL 31 - MIAMI,FL	736544949
Subsidiaries of the inquired upon business:		
PIONEER COVER-ALL	10 BOULDER PKWY - NORTH OXFORD,MA	701952409
TOTER, LLC	841 MEACHAM RD - STATESVILLE,NC	727171769
MC LAUGHLIN REFUSE EQUIPMENT, INC	1803 S STOCKTON ST - LODI,CA	809761680
WASTEQUIP MASSACHUSETTS	16 CARLETON DR - GEORGETOWN,MA	864127528
WASTEQUIP CUSCO	305 ENFORD RD - RICHMOND HILL,ON	924497758
Branches of the inquired upon business:*		
WASTEQUIP, LLC	6525 CARNEGIE BLVD STE 300 - CHARLOTTE,NC	400720744
WASTEQUIP, LLC	3200 COURTHOUSE LN - EAGAN,MN	448070151
WASTEQUIP, LLC	4732B DARIEN ST - HOUSTON,TX	489649497
WASTEQUIP, LLC	2534 ENCINO CEDROS - SAN ANTONIO,TX	500588099
WASTEQUIP, LLC	218 OAK HILL DR - REMLAP,AL	522523498
WASTEQUIP, LLC	6525 CARNEGIE BLVD STE 300 - CHARLOTTE,NC	522956496
WASTEQUIP, LLC	6525 CARNEGIE BLVD - CHARLOTTE,NC	523893373
WASTEQUIP, LLC	2624 MINE AND MILL LN - LAKELAND,FL	736252560
WASTEQUIP, LLC	930 MASSILLON RD - MILLERSBURG,OH	757023986
WASTEQUIP, LLC	2525 W BROADWAY RD - PHOENIX,AZ	803812920
<p>* The inquired upon business has more than 10 branches.</p> <p>See the complete hierarchy by clicking here.</p>		

Experian prides itself on the depth and accuracy of the data maintained on our databases. Reporting your customer's payment behavior to Experian will further strengthen and enhance the power of the information available for making sound credit decisions. Give credit where credit is due. Call 1-800-520-1221, option #4 for more information.

End of report

1 of 1 report

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ERIN MENDENHALL
Mayor



DEBBIE LYONS, DIRECTOR
DEPARTMENT OF SUSTAINABILITY

September 29, 2022

Kellie Clark
Senior Manager, Bids/Contracts
Wastequip/Toter LLC

RE: Reference letter

Dear Kellie:

Salt Lake City Corporation has had a positive working relationship with Toter for over 35 years.

It is not uncommon to find Toter carts the City has purchased that are still in service over 20 years later. Toter's performance and the quality of their products have exceeded our expectations – with carts performing above and beyond. Even on the occasion they do not, their warranty policy and prompt handling of those claims is best in class.

We have always found the Wastequip employees that we have spoken with to be professional, friendly to work with and willing to go that extra mile to satisfy the customer and their request. This is an exceptional company, and we look forward to continuing our business relationship.

Please feel free to reach out to me with any questions.

Regards,

A handwritten signature in blue ink, appearing to read 'CBell'.

Chris Bell
Division Director
Waste and Recycling Division

Toter®

OMNIA Partners Marketing



A division of  WASTEQUIP®

Marketing Strategy

- Key strategies:
 - Position Toter as the waste industry's most durable, most sustainable cart brand
 - Promote Toter as a key part of Wastequip's all-in-one solution offering, backed by our finance and cooperative purchasing offerings
- Specifically related to OMNIA® Partners, our marketing strategy is designed to increase awareness and usage for the Toter OMNIA Partners contract through the following:
 - Printed and digital marketing materials
 - Email marketing to our database of over 7,000 contacts
 - Tradeshow graphics/signage displayed at key tradeshows (we exhibit at over 30 shows per year including National Institute for Public Procurement, WasteExpo, APWA Mid-Atlantic, Texas Municipal League and League of California Cities, among others)
 - Social media content shared on relevant social channels (LinkedIn, Twitter, Facebook).
 - Campaign leads reporting and ROI is tracked through our CRM (Salesforce)

Press Release

Upon contract announcement, and with the approval of OMNIA Partners, we will announce the contract award through key waste industry media partners, including (but not limited to):

- Waste360
- Waste Dive
- Waste Advantage
- Waste Today
- Resource Recycling

The release will also be shared across our social media channels (LinkedIn, Facebook and Twitter) and loaded to the News section of our website


Marketing Materials

The Toter OMNIA Partners brochure outlines the products included in the contract and the benefits of cooperative purchasing. Printed copies are available for order by our sales teams through our on-demand literature portal along with copies for download from our website:

<https://www.toter.com/resources/product-literature>




Email Marketing




Toter®
The **gold standard**
in curbside carts
Durable, Dependable, Sunstainable

Get the industry's best carts now with available inventory at our most competitive pricing of the year.


Get the funding you need now through **Wastequin Finance** or one of our national **cooperative purchasing** contracts.



Sustainable
Recognized as the industry's most sustainable carts, Toter offers the EVRGreen, the industry's first 100% recycled cart.




Tough
Our Advanced Rotational Molding™ process means our carts are durable and impact resistant.



Reliable
Backed by our industry-leading 12-year body warranty, Toter carts are built to last.

INTERESTED IN WORKING WITH THE INDUSTRY STANDARD?

LET'S TALK




Toter®
Ready & Available:
Inventory in stock for immediate delivery
[Learn More](#)

Whether you need carts now or have a custom order, Toter can help.

Working with Toter gets you more than the toughest carts on the market - it also means you have an expert partner with the products and services needed to help meet your waste collection and hauling needs.


From plastic carts and containers to dumpsters, and more, Toter can help.

Why choose Toter?



Ready-to-ship inventory
Toter has carts available now. **cooperative purchasing** options can help you get the carts you need today.

Custom orders
If you need branded or large quantities of carts, Toter can meet your needs.



Cooperative purchasing information will continue to be included in email marketing to our municipal customers

Website

The screenshot shows the Toter website's 'Municipal Purchasing Process' page. The header includes the Toter logo, a COVID-19 notice, a 'Find a Rep' link, a search bar, and a phone number (800-424-0422). The main navigation bar lists 'Products', 'Industries', 'Services', 'Resources', 'About Us', and 'Request a Quote'. The page title is 'Municipal Purchasing Process' with the subtitle 'Cooperative Purchasing Saves Time and Money'. A large image of a black Toter trash bin is on the left. The main content area is divided into two sections. The first section, 'Reducing the Costs of Cart Procurement', explains how cooperative purchasing organizations work with public agencies to competitively solicit national contracts, allowing approved public entities to leverage the power of large-volume, competitively bid pricing. It also mentions that the contract process is streamlined and that organizations realize tremendous savings versus sourcing products on their own. The second section, 'OMNIA Partners', describes how purchasing through OMNIA Partners saves time and money by leveraging the cooperative buying power of more than 50,000 entities. It also mentions that contracts are competitively solicited, evaluated, and awarded by a government entity acting as the lead agency. The page concludes with the OMNIA Partners logo and two buttons: 'Download the Brochure' and 'Find Out More About OMNIA Partners'.

Toter®
Built for Extremes®

COVID-19 Find a Rep Search 800-424-0422

Products Industries Services Resources About Us Request a Quote

Municipal Purchasing Process

Cooperative Purchasing Saves Time and Money



Reducing the Costs of Cart Procurement

Cooperative purchasing organizations work with public agencies to competitively solicit national contracts on behalf of their participants, allowing approved public entities to leverage the power of large-volume, competitively bid pricing. Because we participate in two cooperative purchasing programs, even the smallest organizations may purchase Toter® products easily and at competitive prices.

Not only is the contracting process streamlined, but because the contract process has already been conducted, organizations also realize tremendous savings versus sourcing products on their own. Eligible purchasing organizations include governments, educational institutions and non-profit agencies. There is no cost to join and no cost to use the contracts available through OMNIA Partners, Sourcewell and others.

OMNIA Partners

Purchasing through OMNIA Partners saves you time and money. Participating in the cooperative buying power of more than 50,000 entities allows you to pay less for products and reduce administrative costs. Why is OMNIA Partners so effective at creating more economical buying opportunities for you? Strength in numbers and years of government purchasing experience give you confidence in every contract.

Contracts are competitively solicited, evaluated and awarded by a government entity acting as the lead agency. Contracts are awarded utilizing industry best practices, processes and procedures, ensuring maximum value and absolute security with complete transparency. There is no cost to join OMNIA Partners and no cost to use the contracts available through OMNIA Partners.

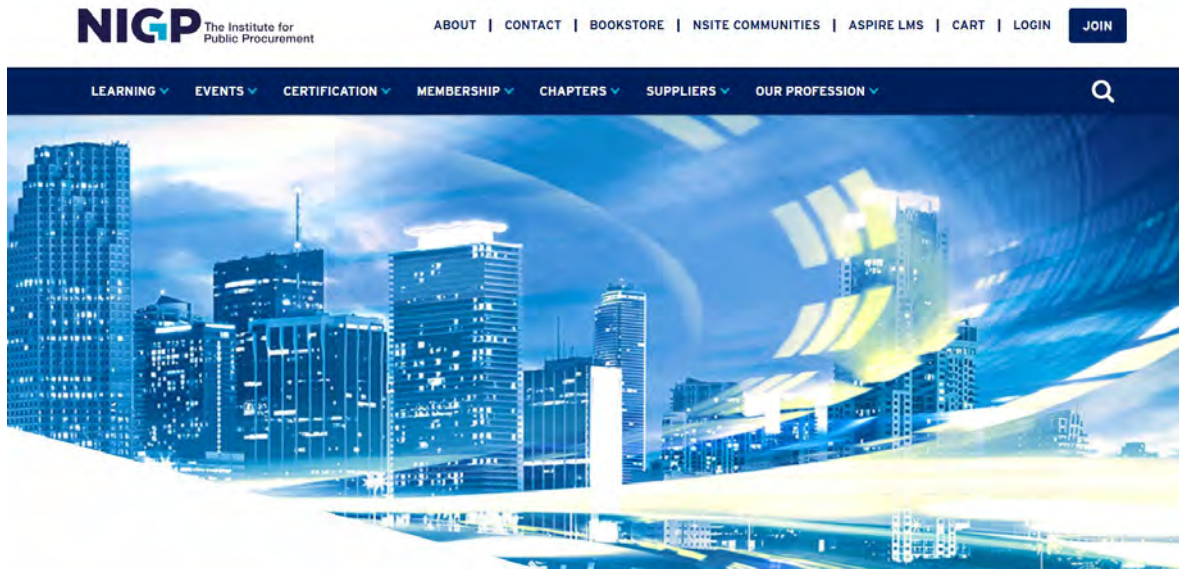
OMNIA®
PARTNERS

[Download the Brochure](#)

[Find Out More About OMNIA Partners](#)

- The benefits of cooperative purchasing and information about our OMNIA Partners contract are available on our website:
<https://www.toter.com/resources/municipal-purchasing-process>
- Advertising and email marketing efforts will drive traffic to this page

Tradeshows



Toter exhibits at the annual National Institute for Public Procurement (NIGP) tradeshow each May promoting the benefits of cooperative purchasing through our OMNIA contract

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of

Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Eph Initials of Authorized Representative of offeror

(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

(E) 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES *Jpl* Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES *Jpl* Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES *Jpl* Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES Eph Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES EPH Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES EPH Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES EPH Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

Toter, LLC

Address, City, State, and Zip Code:

841 Meacham Rd., Statesville, NC 28677

Phone Number: 800-424-0422 Ex. 09583

Fax Number:

833-930-1124

Printed Name and Title of Authorized Representative:

Laura P. Hubbard / Director of Municipal Sales

Email Address:

kclark@toter.com

Signature of Authorized Representative:



Date: 9/13/2022

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 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 by 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.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Toter, LLC

Address, City, State, and Zip Code: 841 Meacham Rd., Statesville, NC 28677

Phone Number: 800-4240422 Ext. 09583 Fax Number: 833-930-1124

Printed Name and Title of Authorized Representative:
Laura P. Hubbard/ Director of Municipal Sales

Email Address: kdark@toter.com

Signature of Authorized Representative: _____

Date: 9/13/2022

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version April 12, 2022

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 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. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 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 Copeland Anti-Kickback 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 FEMA.

- iii. 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 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. Each tier certifies to the tier above that it will not and has not 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Toter, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Laura P. Hubbard/ Director of Municipal Sales

Name and Title of Contractor's Authorized Official

9/13/2022

Date

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Toter, LLC

Organization Address: 841 Meacham Rd., Statesville, NC 28677

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Wastequip LLC (Sole Member)	6525 Carnegie Blvd., Ste. 300, Charlotte, NC 28211

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
See attached Wastequip, LLC Ownership Statement	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Laura P. Hubbard	Title:	Director of Municipal Sales
Signature:		Date:	9/13/2022

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Iredell

SS:

I, Laura P. Hubbard residing in Statesville
(name of affiant) (name of municipality)
in the County of Iredell and State of North Carolina of full
age, being duly sworn according to law on my oath depose and say that:

I am Director of Municipal Sales of the firm of Toter, LLC
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled Refuse & Recycling Container Solutions and
Related Products, Equipment & Services, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the State of New Jersey

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Toter, LLC

Subscribed and sworn to

before me this day


Signature

September 13, 2022

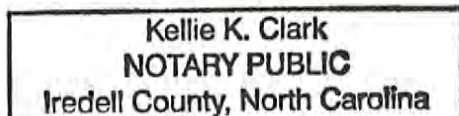
Kellie K. Clark

Notary public of Iredell County, North Carolina

Kellie K. Clark

My Commission expires 09/07/2025

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Toter, LLC

Street: 841 Meacham Rd.

City, State, Zip Code: Statesville, NC 28677

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

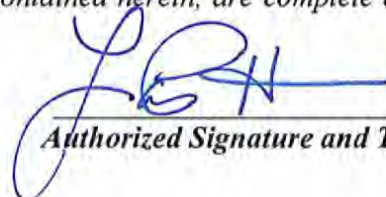
Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

9/13/2022

Date



Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

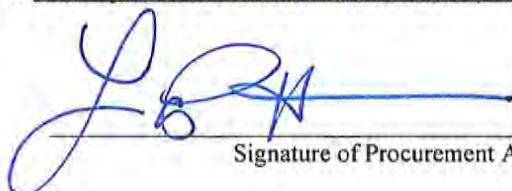
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{ County Executive }

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:** Toter, LLC

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name: <u>Wastequip, LLC (Sole Member)</u>	Home Address: <u>6525 Carnegie Blvd., Ste. 300, Charlotte, NC 28211</u>	Name:	Home Address:
Name:	Home Address:	Name:	Home Address:
Name:	Home Address:	Name:	Home Address:

Subscribed and sworn before me this 13th day of Sept., 2022.

(Notary Public)

Kellie K. Clark
Kellie K. Clark

My Commission expires:

09/07/2025


 (Affiant)

Laura P. Hubbard/ Director of Municipal Sales
 (Print name & title of affiant)

(Corporate Seal)

Kellie K. Clark
NOTARY PUBLIC
Iredell County, North Carolina

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 226024 REFUSE & RECYCLING CONTAINER SOLUTIONS AND RELATED PRODUCTS, EQUIPMENT & SERVICES

VENDOR NAME: Toter, LLC

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Does not apply

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

9/13/2022

Date

Laura P. Hubbard/ Director of Municipal Sales

Print Name and Title

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

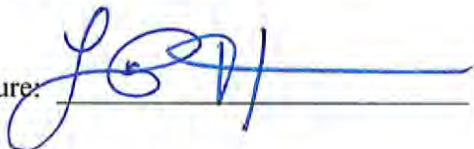
See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Laura P. Hubbard

Title: Director of Municipal Sales

Signature: 

Date: 9/13/2022

DOC #9
MACBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 226024

VENDOR/BIDDER: Toter, LLC

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or



OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

9/13/2022

Date

Laura P. Hubbard/ Director of Municipal Sales

Print Name and Title



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TOTER, LLC

Trade Name:

Address: 6525 MORRISON BLVD. SUITE 300
CHARLOTTE, NC 28211-0500

Certificate Number: 2156976

Effective Date: July 24, 2017

Date of Issuance: July 01, 2021

For Office Use Only:
20210701151039763



Toter, LLC's Response to the City of Tucson, Arizona

RFP # 226024

"Refuse & Recycling Container Solutions and Related Products, Equipment & Services"

TOTER POINTS OF NEGOTIATION

Response to the OMNIA Partners Attachment F (Exceptions and Issues)

Toter has reviewed the RFP documents and would like to present issues that are either exceptions or items that can be negotiated with the City and OMNIA Partners upon request prior to any contract award.

ITEMS RELATED TO THE NATIONAL COOPERATIVE CONTRACT PORTION OF THIS RFP

- **Exhibit A – Item 1.2 – Marketing, Sales and Administrative Support** – Toter respectfully requests changes to the last paragraph to read:
 - Suppliers are required to pay an Administrative Fee of ~~3%~~ 2% of the greater of the Contract Sales, ~~exclusive of freight charges and applicable taxes~~, under the Master Agreement and ~~Guaranteed~~ Contract Sales under this Request for Proposal.
- **Exhibit A – Item 1.5 B – Objectives of Cooperative Program** - Toter respectfully requests this passage to read, "Establish the Master Agreement as ~~one of~~ the Supplier's primary go to market strategy to Public Agencies nationwide".
- **Exhibit A – Item 2.1 – Corporate Commitment** - Toter respectfully requests to amend this section to read:
 - A. "Supplier commits that ... (2) the Master Agreement is ~~one of the~~ Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted ~~as one of Supplier's go to market" strategies~~ to ~~all~~ Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners ~~(as mutually negotiated)~~ and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency...."
- **Exhibit A – Item 2.2 – Pricing Commitment** – Toter respectfully requests to amend this section to read:
 - Supplier commits the not-to-exceed pricing provided under the Master Agreement ~~pricing is its lowest available (net to buyer)~~ is competitively priced based on similar requirements and market consideration to Public Agencies nationwide under the same terms and conditions for purchase of the same products/services of comparable volume. ~~and further commits that if a Participating Agency is eligible for lower pricing through a national, state, or local or cooperative contract, the~~

~~Supplier will match such lower pricing to that Participating Agency under the Master Agreement.”~~

- **Exhibit A – Item 2.3 – Sales Commitment** – Toter respectfully requests the following change: “Supplier commits to aggressively market the Master Agreement as **one of its go to market strategies** in this defined...”
- **Exhibit A – Item 3.3.B.i.iv – Marketing and Sales** – Toter respectfully requests to amend as such: Regarding tradeshows, Wastequip exhibits at the NIGP Annual Forum. For other regional events, trade shows, conferences and meetings, Toter will review opportunities and attend regional shows and other conferences that align with our product offerings and customer base. We respectfully request the following amendment: “Commitment to attendance and participation with OMNIA Partners at **the national (i.e. NIGP Annual Forum. ; NPI Conference, etc.);** ~~Review other opportunities to participate in national and,~~ regional (i.e. **NPI Conference,** Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences, and meetings throughout the term of the Master Agreement.”
- **Exhibit A – Item 3.3.B.i.v – Marketing and Sales** – Toter also respectfully requests the following change to the first sentence of this section. Toter always participates in the NIGP Annual Forum Exhibiting, with booth space purchased and staffed appropriately, but we respectfully request the following change: “Commitment to attend, exhibit and participate at the NIGP Annual Forum ~~in an area reserved by OMNIA Partners for partner suppliers.~~ Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to **review and seek to** provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- **Exhibit A – Item 3.3.E.ii – Marketing and Sales** - Toter also respectfully requests the following change: ~~Best government pricing~~ **Pricing tailored to meet Participating Public Agency’s product/services needs.**
- **Exhibit A – 3.3.M – Marketing and Sales** - Toter respectfully requests to amend the following section:
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require ~~pricing lower than the standard Master Agreement not to exceed pricing,~~ Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - ~~iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).~~
 - ~~iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.~~
- **Exhibit B – Item 9 - Administrative Agreement** – Toter respectfully requests to replace this item to reflect a mutual limitation of liability: **NO PARTY SHALL BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- **Exhibit B – Item 12 – Administrative Agreement**– We respectfully request that freight charges also be excluded from the fee amounts as is the way of handling freight in our current contract with the City of Tucson and OMNIA Partners.
- **Exhibit B – Item 14 – Administrative Agreement**– We respectfully request that the Administrative Fee payments be required to be paid to OMNIA Partners by the 30th day of the following month, in keeping with our current and past Agreements with OMNIA Partners. Toter also requests the following be stricken from the paragraph: ~~“All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 ½%) per month or the maximum rate permitted by law until paid in full.”~~
- **Exhibit B – Item 18 - Administrative Agreement** – We respectfully request to add to the last sentence of this item, “Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners,

which consent shall not be unreasonably withheld.”

- **Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example** – The second paragraph under “Recitals” provides that the same pricing to the Principal Procurement Agency shall apply to Principal Public Agencies, but Toter has agreed to continue to provide custom services (non-standard industry services) to the City of Tucson at no additional charge. Those services are highlighted in this “Points of Negotiation” and cover special warranty and replacements parts arrangements that are only offered to the City of Tucson at no charge but do require fees based on the individual Participating Public Agency’s detailed Scope of Work. This request is consistent with the current contract held by Toter with the City of Tucson and OMNIA Partners (Contract #171717).

Toter®

Built for Extremes™

We promise that every cart, every can, and every product that's yet to be designed will be built for extreme toughness, extreme wear, and extreme purpose.

Extreme Toughness

- Advanced Rotational Molding™ and Rugged Rim® for superior strength and durability

Extreme Wear

- Industry-leading 12-year warranty

Extreme Purpose

- Comfortable handle height and smooth-rolling wheels for easy maneuvering – even when completely full



Toter®

Built for Extremes™

How Advanced Rotational Molding Makes Toter Carts Superior

Toter's engineers and designers developed a revolutionary breakthrough in rotational molding known as Advanced Rotational Molding™ to create the World's Toughest Carts™.

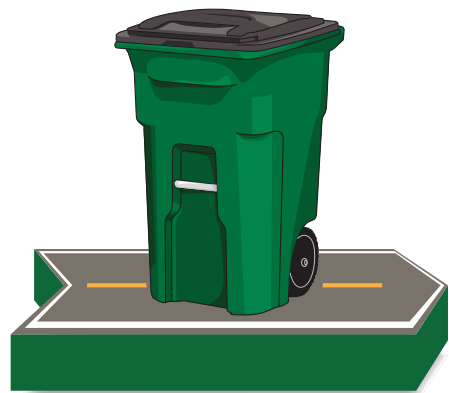
The process eliminates built-in stress, weakness, and brittleness associated with injection-molded products. In addition, Toter's use of medium density polyethylene (MDPE) is specifically engineered for toughness and high impact resistance. This results in a stronger cart than injection-molded carts made with high density polyethylene (HDPE), which is rigid, brittle, and offers poor impact resistance.

Advantages of Advanced Rotational Molding:

- Superior toughness and durability
- Single-piece product design – no seams
- Consistent wall thickness
- Stress-free, zero-pressure product
- Unique design and structural capabilities like Rugged Rim®, nestable when fully assembled, and granite finish
- UV stable
- Custom colors
- Corrosion- and chemical-resistant
- Ability to mold in graphics



How Toter Can Save You Money



DAY ONE

When you receive your Toter carts, they are stackable, nestable and ready to roll. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load.

Cities and haulers save between \$2-3 per cart* in fuel, truck usage and labor expenses due to Toter's nestability feature.



YEARS 0-10

Toter carts are made with Advanced Rotational Molding, which makes them built for toughness and maximum resistance. With 1/3 of the failure rate compared to injection molded carts, Toter carts generate fewer customer complaints, repair calls, and fewer part purchases. Over the first 10 years of ownership, this saving amounts to about \$4 to \$5 per cart, (along with your happier customers)



YEARS 11-12

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



YEARS 13-20

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

ADD IT UP

Delivery savings = \$2 to \$3/cart

Cart Maintenance savings = \$4 to \$5/cart

12-Year Body Warranty = \$5 to \$7/body

or \$7 to \$9/cart

Longer Service Life = \$38/cart

Total Savings = \$44 to \$46 per cart!

20 YEARS OF SAVINGS



Toter®
Built for Extremes™



12 YEARS WORRY-FREE

It feels good to own a cart without repair worries. That's why every Toter cart is backed by a 12-year body warranty, the best in the industry – for your peace of mind. There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are designed to keep working long after others fail –more than 2x longer. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. To learn how Toter can offer you significant savings, visit [TOTER.COM](https://www.toter.com)



Toter®
Built for Extremes™



Toter®

Built for Extremes®

OMNIA

PARTNERS

TOTER COOPERATIVE CONTRACT

#171717

TOTER COOPERATIVE CONTRACT #171717

With OMNIA Partners, Public Sector, competitive, large volume pricing is right at your fingertips.

ABOUT OMNIA PARTNERS

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Our immense purchasing power and world-class suppliers have produced a comprehensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

Through the economies of scale created by OMNIA Partners, our participants now have access to an extensive portfolio of competitively solicited and publicly awarded agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

For more information, visit omniapartners.com/publicsector
To learn more, visit www.toter.com/omnia-partners

ADVANTAGES OF USING OMNIA PARTNERS

No cost for eligible organizations to participate with OMNIA Partners (eligible organizations include government, educational institutions and non-profit agencies).

- Cooperative contracts are competitively solicited on participants' behalf, saving time and money.
- Contract process has already been conducted by a government agency, so organizations realize tremendous savings (versus sourcing their own products)

TOTER COOPERATIVE CONTRACT #171717

The City of Tucson, AZ has publicly solicited and awarded to Toter, LLC a cooperative purchasing agreement (Contract #171717) for **Toter refuse containers, related waste, and recycling products**. This cooperative purchasing agreement is available to public agencies and non-profit entities nationwide OMNIA Partners, Public Sector (Subsidiaries National IPA & U.S. Communities).

Effective February 1, 2018 through January 30, 2023

OMNIA

PARTNERS





TWO-WHEEL CURBSIDE COLLECTION CARTS

- EVR II and EVR I carts available in 16, 21, 24, 32, 35, 48, 64 and 96-gallon sizes are compatible with automated and semi-automated lifters for garbage, recycling, organics and yard waste collection with an industry-leading 12-year body warranty.
- Available in a variety of colors, custom hot stamps, graphics and RFID tags
- Nestable design allows fully assembled carts to be stacked inside one another for delivery efficiencies, reduced labor, and reduced delivery expense.
- Bear-Tough carts provide unmatched resistance to chewing and clawing, protecting both bears and humans. Now available in 32-gallon size.
- Service options for cart assembly and delivery, and full service cart maintenance available



ORGANIC CURBSIDE COLLECTION OPTIONS

- 2-gallon kitchen collector organics bins are equipped with top and bottom hand grips for easy dumping, a snap tight lid, a wall mountable design and a locking seal to prevent odors. These bins are dishwasher safe, which makes them easy to clean.
- 13-gallon organics bins are designed for collection with large handles at a comfortable height and heavy-duty wheels for easy transport to the curb. Featuring a latch and animal lock, it keeps away pesky predators.
- 21, 32, and 48-gallon organics automated collection carts are specifically designed to withstand heavy, wet organic waste with heavy-duty load ratings, and optional animal resistant locks.



FEL COLLECTION OPTIONS

- Standard FELs are available in 2, 3, and 4-cubic-yard sizes
- Organics FELs are specifically designed for heavy, wet organic waste with a leak-proof design, locking lid, and built-in drain plug. Available in 2 or 3-cubic-yard sizes. The 3-cubic-yard organics standard model includes a solid lid with trap door, steel fork pockets, and steel runners. Also available with 2 swivel/ 2 rigid casters, steel lift pockets or with plastic lift pockets, and steel runners.
- Quieter, rust-resistant and corrosion-proof containers last up to three times longer than steel containers and require no painting.
- Lighter weight and easier to maneuver than conventional steel containers.



LIFTER OPTIONS

- TrimLift is a slim profile lifter designed to fit rear-load and side-load applications.
- HighLift is a durable lifter designed to fit rear-load and side-load applications.
- EconoLift is a low-maintenance, low-cost lifter designed to fit most rear loaders.

CART MAINTENANCE SERVICE

Complete segment added to provide maintenance services on carts when the municipality has cart brands other than Toter (mixed brands of carts).

Toter products are manufactured with a stress-free Advanced Rotational Molding™ process that provides superior product durability for long life. Toter carts are extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection.

AVAILABLE CART COLORS

Toter carts are available in a variety of colors. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping carts looking new for years.

BLACK (#200)	BLUE (#705)	BROWN (#270)	GRAY (#125)	GREEN (#940)	WASTE GREEN* (#925)	BRIGHT LIME GREEN* (#780)	RED* (#570)	YELLOW* (#390)
SANDSTONE* (#249)	BROWNSTONE* (#279)	GREEN GRANITE* (#929)	BLUESTONE* (#709)	GRAYSTONE* (#129)	GREENSTONE* (#968)	DARK GRAY GRANITE* (#149)	NAVY GRANITE* (#769)	BLACKSTONE* (#209)

Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*NON STANDARD COLORS AVAILABLE AT AN ADDITIONAL CHARGE

Toter®

Built for Extremes®

EV GREEN

TOUGH ON THE JOB. EASIER ON THE PLANET.



THE INDUSTRY'S FIRST
100%
RECYCLED
CART BODY



Toter carts are easy to tilt and roll to the curb.

Built for Extremes!

EXTREME PURPOSE

Toter carts are designed and built for function, with craftsman-like attention to detail. With ideal handle height, rugged wheels, and best-in-class ergonomics, maneuvering is a breeze, even when completely full.

EXTREME STABILITY

Stable and steady, Toter carts can easily stand up to wind as well as the day-to-day abuse of curbside collection. And they won't fall over when they're returned to the curb after dumping.

Committed to SUSTAINABILITY

In 2020, Wastequip (Toter's parent company) introduced its Corporate Responsibility program (CORE). As part of this program, Toter has committed to **reducing the amount of virgin resin used in our entire cart manufacturing operation by 25%**. This commitment, known as **Project25**, will help reduce Toter's carbon footprint by at least 9% per cart.*



To achieve the commitments outlined in **Project25**, **Toter will incorporate post-consumer (PCR) and post-industrial (PIR) sources of recycled material for our most popular colors**. Additionally, Toter will offer material traceability so customers will know the amount PCR and PIR used in their order. cart's environmental footprint comes from resin.



Contributing to the creation of this sustainable process, **Toter will also be accepting used Toter carts**, which are then shredded and molded to produce new product. Of course, no matter how much recycled content goes in, or how much virgin resin we keep out, all of our carts offer the legendary Toter toughness and durability, which is a critical component in helping decrease a cart's carbon footprint.

With **Project25**, Toter continues to be a leader in the industry in the manufacture of carts that are more sustainable without sacrificing construction quality or color selection. Find out more about our LCA and **Project25**, and how to help reduce the carbon footprint of your carts at toter.com.

With **Project25**, Toter continues to lead in the industry in manufacturing carts that are more sustainable without sacrificing quality or color selection. Find out more about our LCA and **Project25**, and how to help reduce the carbon footprint of your carts at toter.com.

* In 2020, Wastequip commissioned Resource Recycling Systems to conduct an ISO 14044 compliant life cycle assessment (LCA) with critical review that evaluated the cradle to grave carbon footprint of a Toter cart. The LCA estimated that 62% of a Toter cart's environmental footprint comes from resin.

THE INDUSTRY'S FIRST 100% RECYCLED CART

A first for Toter, and a first for the industry: Toter's EVR-Green cart, the very first cart manufactured from 100% recycled content.

Manufactured via Toter's Advanced Rotational Molding Process, the EVR-Green retains the toughness for which Toter is known, including long service life and durability. With a body manufactured from 100% recycled material, it is the most sustainable cart in the market today.

EVR-GREEN CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.

Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.



Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.

ADDITIONAL FEATURES

- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection
- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



WARRANTY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.

SPECIFICATIONS

Available in 24, 48, 64, 96 -gallon sizes

Size	Description (L x W x H)	Wheel Size	Load Rating
32 Gallons	24.25" x 19.75" x 37.50"	8"	112 lbs. / 50.8 kg
48 Gallons	28.75" x 23.50" x 37.50"	10"	168 lbs. / 76.3 kg
64 Gallons	31.75" x 24.25" x 41.75"	10"	224 lbs. / 101.6 kg
96 Gallons	35.75" x 29.75" x 43.25"	10"	335 lbs. / 152.0 kg

Available in Black only (Body, Lid and Wheels)



Advanced Rotational Molding™ Process

How is a tough-as-nails Toter® cart manufactured? It begins with our patented Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle.

The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with injection-molded products.

The mold is then transferred to the cooling chamber for curing. The cooling cycle is controlled to optimize the final product's impact strength and performance. After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and Advantages of Our Process

Advanced Rotational Molding™ eliminates the built-in stress, weakness and brittleness associated with injection-molded products. In addition, Toter uses linear medium-density polyethylene (MDPE) that is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high-density polyethylene (HDPE), which is rigid and brittle and offers poor impact resistance.

- Superior toughness and durability
- Single-piece product design — no seams
- Consistent wall thickness
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish





Toter®

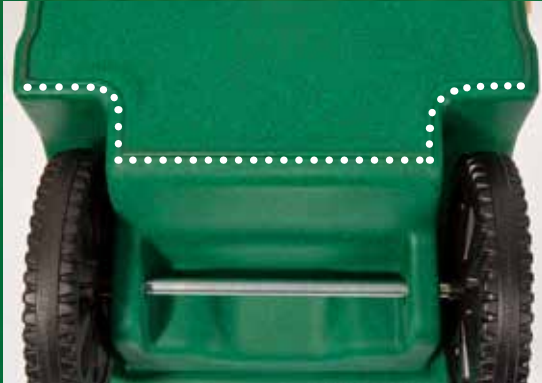
Built for Extremes®

EVRII CARTS



INDUSTRY-LEADING DURABILITY

There's no other curbside collection cart that's built to last quite like a Toter. Constructed using Toter's Advanced Rotational Molding™ process, Toter carts are built to keep working long after others fail - more than 2x longer. They're backed by a 12-year body warranty, the best in the industry. Toter carts are extremely flexible, impact-resistant, and easily handle the day-to-day abuse of curbside waste collection.



Toter carts feature a heavy-duty wear strip to withstand dragging across rough surfaces.



Only Toter carts have a Rugged Rim® to extend the life of the cart.

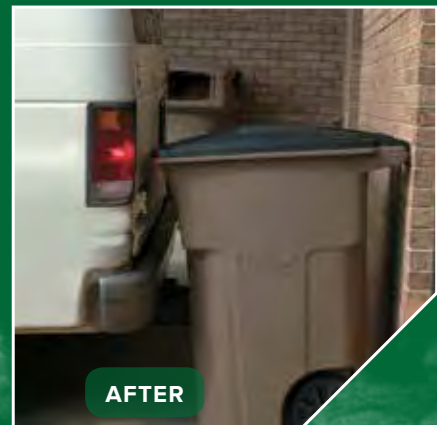
Think Tough.

Toter's Advanced Rotational Molding™ process creates a stronger can that is built for toughness and maximum impact resistance.

- Stress-free, zero-pressure process, unlike injection molded carts
- Tough and durable
- 12-year body warranty
- Fade-resistant



Toter carts are extremely impact-resistant – they flex, but don't break.



CART FEATURES

Rugged Rim® adds rigidity and reinforced material in critical wear areas, extending the life of the cart.

Ideal handle height and best-in-class ergonomics provide easier maneuverability.



Textured surface resists scuffs and scratches and hides unsightly dirt.

5/8" axle provides over 2,000 lbs. of bending strength. Molded-in axle journal provides 6x more support than drilled holes.

Factory-installed 360° rotating steel stop bar is compatible with semi-automated garbage collection trucks.

Rugged wheels make maneuvering a breeze – even when completely full.

Advanced Rotational Molding™ creates a stronger cart that is built for toughness and maximum resistance.



- Unique industry-leading aerodynamic design prevents cart from falling down when lid is flipped back
- Toter carts meet ANSI standard Z245.30 for safety and Z245.60 for lifter compatibility
- Multi-lingual user safety instructions molded on top and underside of lid
- Bottom wear strip provides added abrasion protection

OPTIONS

- One-color hot stamps and raised imprint on lid
- Large, four-color in-mold label on lid
- Cart identification barcode
- UHF RFID tag mounted inside handle
- Large area on the side for custom graphics including one-color hot stamps, raised imprints or four-color in-mold labels



96-gallon EVRII Universal / Nestable

Part Number:

79296

Size (l x w x h)

35-1/2" X 29-3/4" X 43-1/2"

Load Rating

335 lbs/151.9 kg

Wheel Diameter

10"



35-gallon EVRII Universal

Part Number:

79235

Size (l x w x h)

23-3/4" X 19-3/4" X 38-1/4"

Load Rating

122 lbs/55 kg

Wheel Diameter

10"



64-gallon EVRII Universal / Nestable

Part Number:

79264

Size (l x w x h)

31-1/2" x 24-1/4" x 41-3/4"

Load Rating

224 lbs/101.6 kg

Wheel Diameter

10"



32-gallon EVRII Universal / Nestable

Part Number:

79232

Size (l x w x h)

24" x 19-3/4" x 37-1/2"

Load Rating

112 lbs/50.8 kg

Wheel Diameter

8"



48-gallon EVRII Universal / Nestable

Part Number:

79248

Size (l x w x h)

28-3/4" x 23-1/2" x 37-1/2"

Load Rating

168 lbs/76.3 kg

Wheel Diameter

10"



21 & 24-gallon EVRII Universal**

Part Number:

79221 & 79224*

Size (l x w x h)

23-1/2" X 19-3/4" X 34-1/2"

Load Rating

21 gal- 73.5 lbs/33.4 kg

24 gal- 84.0 lbs/38.1 kg

Wheel Diameter

10"



16-gallon EVRII Universal / Nestable**

Part Number:

79216

Size (l x w x h)

24" x 19-3/4" x 37.25"

Load Rating

56 lbs / 25 kg

Wheel Diameter

10"

* Does not nest when fully assembled.

** Does not nest when fully assembled, and is below Type B saddle height, which requires the collector to lift the cart approx. 3 inches for semi-automated lifters.

ORGANICS CARTS

Toter two-wheel carts and caster carts are specifically designed to withstand heavy, wet organic waste. These heavy-duty, commercial-grade carts feature impressive load ratings up to 300 lbs. (load ratings vary by cart size). Toter organics carts are leak-resistant with a fully enclosed stop bar journal under normal usage.

Available in 21-, 32-, 48-gallon sizes



EXCEEDS ANSI STANDARD
Independently tested to
withstand 6-1/4 lbs per gallon.

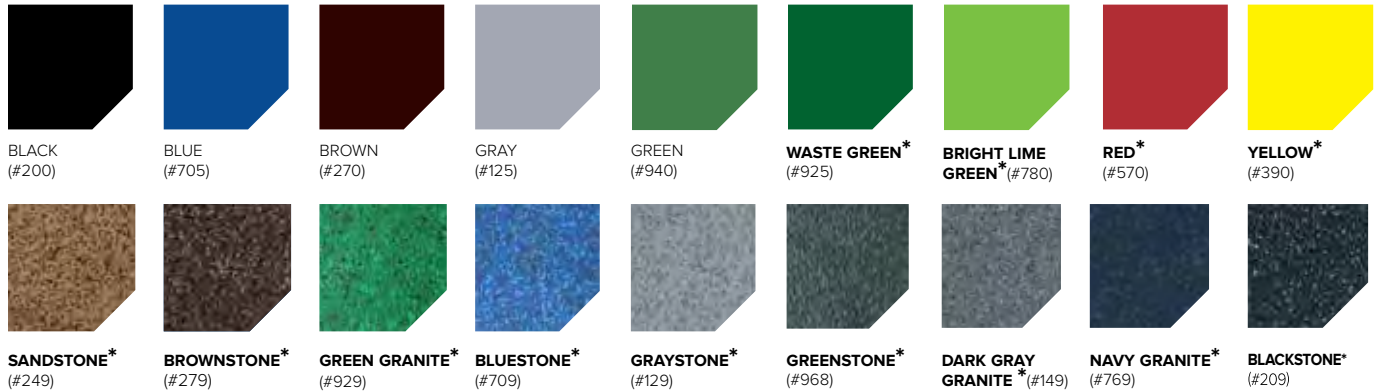
Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79321	21-gallon	23-1/2" x 19-3/4" x 34-1/2"	10"	131 lbs / 59 kg
79332	32-gallon	24" x 19-3/4" x 37-1/2"	8"	200 lbs / 91 kg
79348	48-gallon	28-3/4" x 23-1/2" x 37-1/2"	10"	300 lbs / 136 kg

OPTIONAL FEATURES:

Lids to keep critters out with a locking gravity latch that opens automatically when cart is picked up by the waste collector

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Available at an additional charge

UNIVERSAL WASTE INDUSTRY COMPATIBILITY

Toter's EVRII Series carts are built with a universal design – they're compatible with ANSI compliant fully-automated truck arms and semi-automated lifters.



Toter carts are compatible with both fully automated arms (left) and semi-automated lifters (right).



STACKABLE, NESTABLE, AND READY TO-ROLL

Toter's EVRII Series carts are stackable and nestable – even when fully assembled. When shipped fully assembled, they're ready-to-roll, and can be delivered more quickly, more efficiently, and with fewer trips. Toter carts can also be shipped assembled with everything except wheels, significantly reducing labor and delivery expenses. Toter also offers optional on-route assembly and delivery service.

Advanced Rotational Molding™ Process

How is a tough-as-nails Toter® cart manufactured? It begins with our patented Advanced Rotational Molding™ process. Molds are filled with a pre-measured amount of plastic micro-pellets, and then moved into an oven where a microprocessor controls the temperature, blower velocity, bi-axial rotation and molding cycle.

The oven melts the plastic material while the machine rotates, allowing the plastic to coat the inside of the mold. This method of heating and molding requires no high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle. This is not the case, by the way, with injection-molded products.

The mold is then transferred to the cooling chamber for curing. The cooling cycle is controlled to optimize the final product's impact strength and performance. After the molds have been slowly cooled with air and water and the cart has cured to achieve its maximum impact strength and physical properties, the cart is removed from the mold to be trimmed, imprinted and assembled.

Benefits and Advantages of Our Process

Advanced Rotational Molding™ eliminates the built-in stress, weakness and brittleness associated with injection-molded products. In addition, Toter uses linear medium-density polyethylene (MDPE) that is specifically engineered for toughness and high-impact resistance. In contrast, injection-molded carts are made with high-density polyethylene (HDPE), which is rigid and brittle and offers poor impact resistance.

- Superior toughness and durability
- Single-piece product design
- Stress-free, zero-pressure product
- Ultraviolet (UV) stable
- Custom colors
- Corrosion and chemical resistance
- Unique design and structural capabilities such as rugged rim, sealed stop bar journals and granite finish



MORE PRODUCTS AVAILABLE AT TOTER.COM





Have I played pickleball? No. But have I heard of pickleball? Yes. The sport has been exploding in popularity recently, making itself known even to people who don't play it.

[Even NBA star LeBron James is getting into the game](#), with James' LMR Venture investment arm buying a major league pickleball team "as part of an all-star consortium" that also includes Kevin Love and Draymon Green, Scott Suttel of our sister paper *Crain's Cleveland Business* writes.

But I didn't realize until recently just how much the sport uses plastics.

Let's start with the balls, typically made with a hard plastic – primarily low density polyethylene – or occasionally a foam for indoor play. The best balls, according to most websites, [are made using rotational molding](#), since injection molded balls that are welded together can break apart during repeated play.

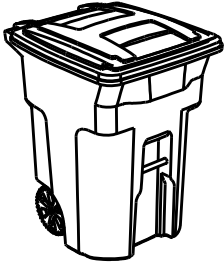
Then there are the paddles, typically made with a plastic inner core such as polypropylene, and a cover using fiberglass, carbon fiber, graphite or some combination of those materials. The material selection and composition are vital, according to [the website Pickleball Effect](#), because they affect the size of each paddle's "sweet spot," as well as power and speed during play.

So as the sport continues to grow, expect more investments in plastics to keep players in the game.



Kickstart is a daily email written by *Plastics News* Managing Editor Rhoda Miel that arrives in your inbox as you start the day to give you a quick snapshot about what's happening in the plastics industry. Email her at rmiel@crain.com or follow her on Twitter @PNRhodaMiel.

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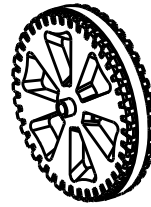


EVR II Cart Assembly

Palnut



Wheel

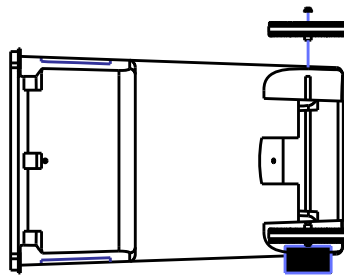


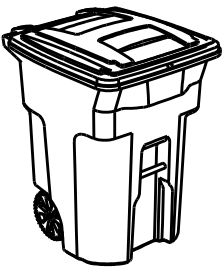
Please note:

Toter carts will be shipped in our standard manner, as "2/3 assembled". This means that carts will be shipped with lid, stop bar and axle factory installed. Only the wheels remain to be installed to make carts ready for use. (The bottom cart of each stack of carts will have wheels attached for ease of moving stacks from the truck to intended destination.)

Wheel Assembly

1. For carts without axle pre-installed, slide axle through journals in cart bottom.
2. Turn cart on side with end of axle resting on wooden block.
3. Drive palnut onto axle with hammer.
4. Flip cart and repeat. Stand cart upright on wheels.



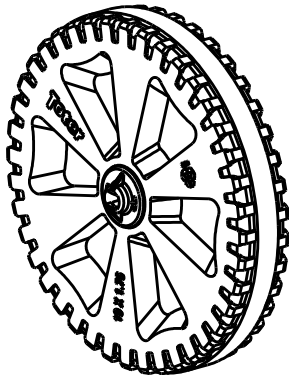


EVR II Cart Assembly

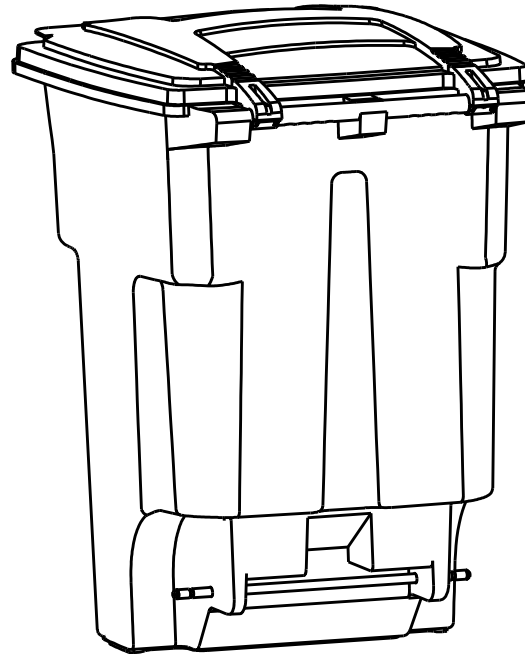
with Snap-On Wheels and Lids Shipped Pre-installed

For Toter Cart Models: 79221, 79224, 79235, 79248, 79264, 79296

Wheel



Body & Lid

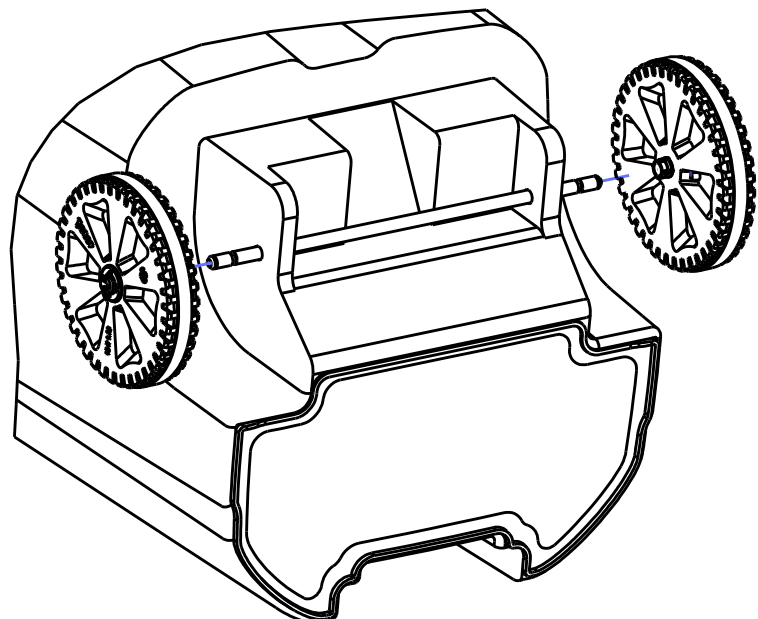


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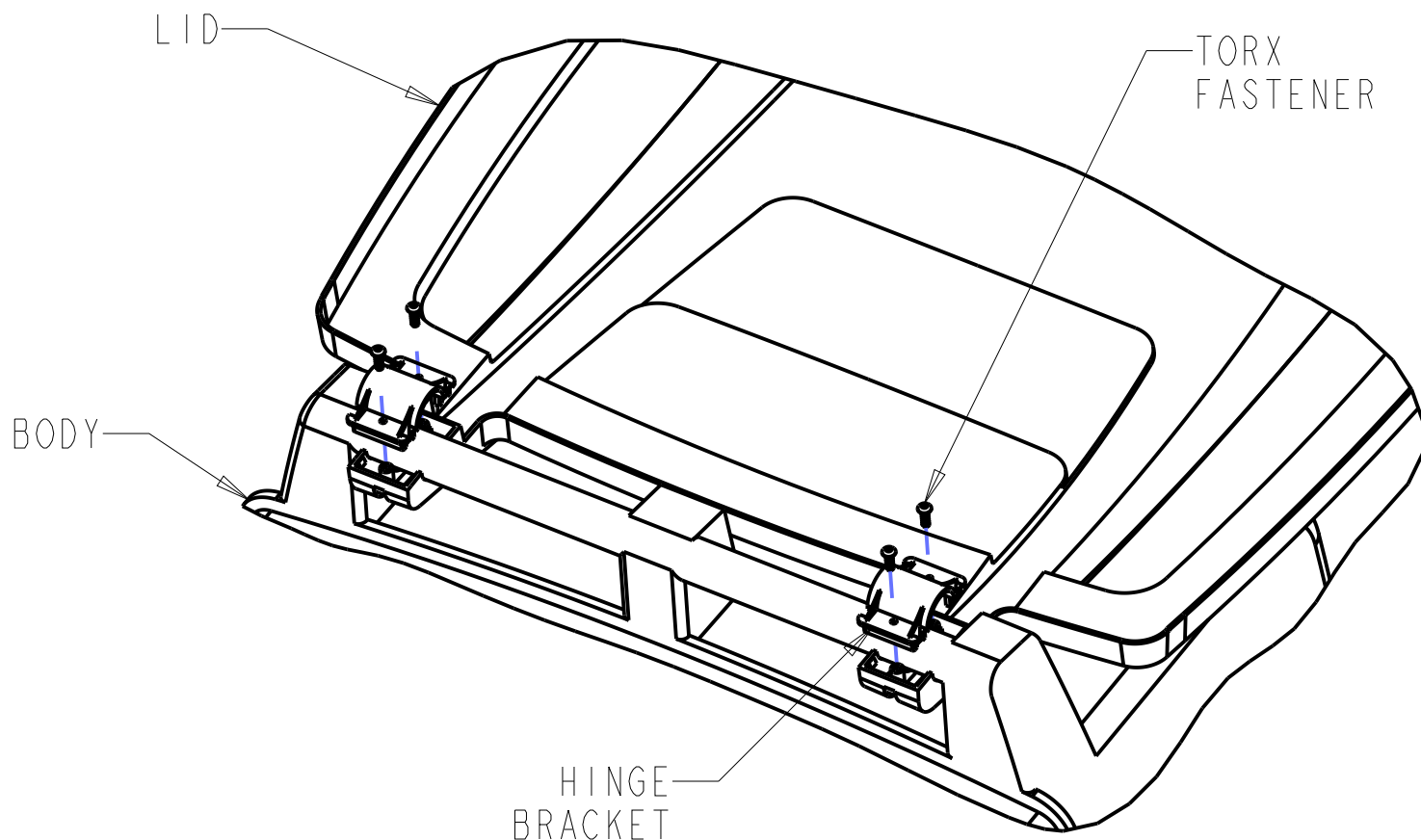
Wheel Assembly

1. Lay down cart on front side.
2. For carts without axle pre-installed, slide axle through journals in cart bottom.
3. Slide a wheel, spacer side facing cart body on axle.
4. Holding axle push wheel until hub snaps into groove in axle.
5. Repeat on other side. Stand cart upright on wheels.





Cart Lid Disassembly



Lid Disassembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Unscrew torx fasteners from hinge bracket holes.
4. Unsnap hinge brackets from lid hinges.
5. Remove lid.

WHEEL DISASSEMBLY: HOW TO REMOVE A PAL-NUT

TOOLS NEEDED: HAMMER, LARGE FLAT SCREW DRIVER

1. PLACE SCREW DRIVER ON TAB IN PAL-NUT AS SHOWN IN FIGURE 1.
2. USING HAMMER, HIT SCREW DRIVER AS SHOWN IN FIGURE 2 AT LEAST TWICE.
3. ROTATE PAL-NUT AND REPEAT ON OTHER SIDE.
4. PULL OFF PAL-NUT.

IF PAL-NUT DOES NOT PULL OFF, REPEAT ABOVE STEPS. ALSO, TRY HITTING BACK OF WHEEL WITH HAMMER.



FIGURE 1. PAL-NUT TAB



FIGURE 2. SCREWDRIVER
PLACEMENT

EVR-1 CARTS



Toter®
Built for Extremes®

Instant Curb Appeal

EVR-I CARTS

No other curbside collection cart is built to last quite like a Toter. Manufactured with Toter's very own stress-free Advanced Rotational Molding™ process, our carts provide superior product durability for years and years of service. Toter carts are extremely flexible and impact-resistant and easily handle the day-to-day abuse of curbside waste collection.

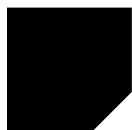
- Industry-leading 12-year body warranty
- Universal design for both semi- and fully-automated collection
- Constructed with up to 50% recycled material and are 100% recyclable
- 360° rotating steel stop bar fits in molded-in journals
- Bottom wear strips provide outstanding abrasion protection

Available in 32-, 64- and 96-gallon sizes



AVAILABLE COLORS

Toter cans are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping cans looking new for years.



BLACK
(#200)



BLUE
(#705)



BROWN
(#270)



GRAY
(#125)



GREEN
(#940)



WASTE GREEN*
(#925)



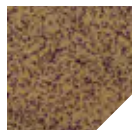
BRIGHT LIME
GREEN* (#780)



RED*
(#570)



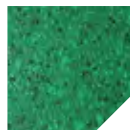
YELLOW*
(#390)



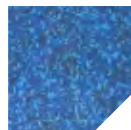
SANDSTONE*
(#249)



BROWNSTONE*
(#279)



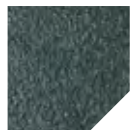
GREEN GRANITE*
(#929)



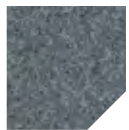
BLUESTONE*
(#709)



GRAYSTONE*
(#129)



GREENSTONE*
(#968)



DARK GRAY
GRANITE* (#149)



NAVY GRANITE*
(#769)



BLACKSTONE*
(#209)

Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

***AVAILABLE AT AN ADDITIONAL CHARGE**

Universal Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
76532	32-gallon	24-1/4" x 19-1/4" x 38-3/4"	112 lbs / 50.8 kg	10"
76535	35-gallon	24-1/4" x 19-1/4" x 39"	122 lbs / 55.3 kg	10"
76564	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
76596	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Fully Automated Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
52532	32-gallon	24-1/4" x 19-1/4" x 38-3/4"	112 lbs / 50.8 kg	10"
52535	35-gallon	24-1/4" x 19-1/4" x 39"	122 lbs / 55.3 kg	10"
57564	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
57596	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



Co-Collection Carts

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
77564	64-gallon	29" x 29-1/4" x 41-3/4"	224 lbs / 101.6 kg	10"
77596	96-gallon	32-1/4" x 30-1/2" x 49"	335 lbs / 151.9 kg	10"

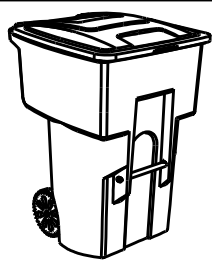


Ventilated Yard Waste Carts (Universal)

Part Number	Capacity (Gallons)	Dimensions (L x W x H)	Load Rating	Wheel Diameter
76864	64-gallon	30" x 27-1/2" x 40"	224 lbs / 101.6 kg	10"
76896	96-gallon	34-1/2" x 29-1/4" x 46-3/4"	335 lbs / 151.9 kg	10"



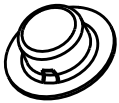
Extreme Purpose • Extreme Toughness • Extreme Wear



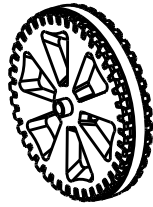
EVR Cart Assembly

For Toter Cart Models: 76532, 76564, 76596, 76864, 76896

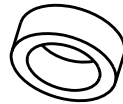
Palnut



Wheel



Spacer



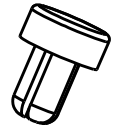
Axle



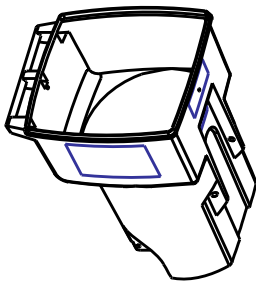
Stop Bar



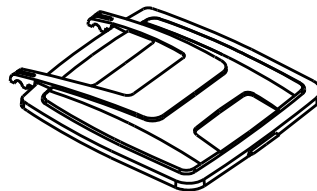
Drive Rivet



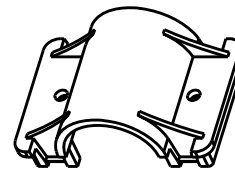
Cart Body



Cart Lid



Hinge Bracket

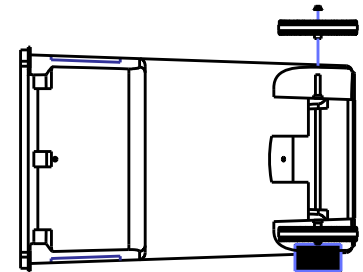


Torx Fastener



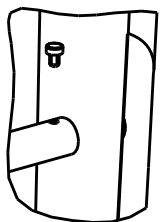
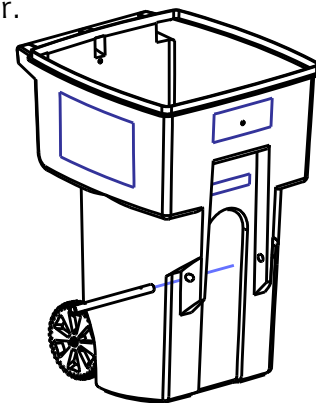
Wheel Assembly

1. Drive axle onto a palnut with hammer.
2. Slide a wheel, spacer side facing up, then a spacer onto axle down to palnut.
3. Slide axle through journals in cart bottom.
4. Turn cart on side with assembled wheel down and palnut resting on wooden block. Slide second spacer then wheel, spacer side facing down, onto axle. Drive second palnut onto axle with hammer. Stand cart upright on wheels.



Stop Bar Assembly

1. Slide stop bar through hole on either side of cart front and pull through into second hole until both rivet holes are visible.
2. Push split ends of drive rivets into holes in stop bar.
3. Tap center post on drive rivets with hammer until flush with the top of rivet.

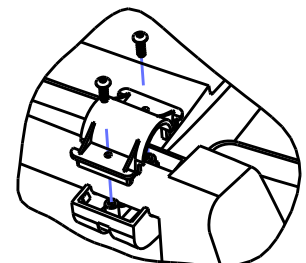


Lid Assembly

Tool Options: T25 Torx Hand Driver or T25 Torx Bit Power Tool with Torque Clutch

Warning: If using a power tool, set clutch at minimum needed to tighten fastener properly.

1. Lay cart on its front.
2. Place lid on back of cart in opened position.
3. Snap hinge bracket into lid hinge fully.
4. Screw torx fasteners into hinge bracket holes. Tighten fastener until its head makes contact with surface of bracket and bracket seats into lid hinge.



ORGANICS COLLECTION



Toter®
Built for Extremes®

RESIDENTIAL PRODUCTS

Organics Bins



Toter's Organics Bins make it easy to collect and transport organics materials. Made with durable high density polyethylene (HDPE), they are built to last.

The 2-Gallon Organics Bin is equipped with top and bottom hand grips for easy dumping, a snap tight lid, a wall mountable design and a locking seal to prevent odors. It is dishwasher safe, which makes it easy to clean.

The 13-Gallon Organics Bin is designed for collection with large handles at a comfortable height and heavy-duty wheels for easy transport to the curb. Featuring a latch and animal lock, it keeps away pesky predators. Toter's Organics Bins are equipped for all your organics needs.

Available in 2-gallon and 13-gallon sizes

Description	Size	Dimensions (L x W x H)
Organics Bin	2 gallon	11.5" x 8.5" x 9.3"
Organics Bin	13 gallon	14.0" x 12.0" x 30.0"

For Residential Sales, contact 800-424-0422 or sales@wastequip.com.

PROFESSIONAL PRODUCTS



Organics Carts

Toter two wheel and caster carts are specifically designed to withstand the added burden of collecting heavy, wet organic waste. Carts are designed to contain wet waste with a molded, sealed stop-bar that prevents leakage.

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
ONA24	24 Gallons	23.5" x 19.8" x 34.5"	8"	150 lbs. / 68.0 kg
ONG32 [†]	32 Gallons	24.0" x 19.8" x 37.5"	8"	200 lbs. / 90.7 kg
ONA32	32 Gallons	24.0" x 19.8" x 37.5"	8"	200 lbs. / 90.7 kg
ONA48	48 Gallons	28.8" x 23.5" x 37.5"	10"	300 lbs. / 136.0 kg
ONA64	64 Gallons	31.8" x 24.3" x 41.8"	10"	400 lbs. / 181.4 kg
ONG64 [†]	64 Gallons	32.0" x 24.3" x 41.8"	10"	400 lbs. / 181.4 kg
ACG32* [†]	32 Gallons	24.0" x 19.8" x 40.0"	Wheel 6" / Caster 3.5"	200 lbs. / 90.7 kg
ACO32	32 Gallons	24.0" x 19.8" x 40.0"	Wheel 6" / Caster 3.5"	200 lbs. / 90.7 kg
ACO64	64 Gallons	31.8" x 24.3" x 44.4"	Wheel 10" / Caster 4"	400 lbs. / 181.4 kg
ACG64* [†]	64 Gallons	32.0" x 24.3" x 44.3"	Wheel 10" / Caster 4"	400 lbs. / 181.4 kg

*Quickship

[†]Gasketed lid and thumb turn latch

For Professional Sales, contact 844-556-6677 or ProProducts@Toter.com.

Organic Products & Services for Municipal Compliance

Products for disposing of organic waste, and staying compliant with municipal initiatives like **California's SB1383**

What is SB1383?

California State Bill 1383 (**SB1383**) is an initiative that has gone into effect as of January 1, 2022.

The bill's intent is to reduce the amount of improperly-disposed organic waste from the main waste streams. **SB1383** mandates education and outreach to entities involved in organic recycling.

Who is affected?

- **Businesses** (those that make edible food that could be donated)
- **Haulers**
- **Local food banks** and other food-recovery organizations

How to stay compliant

1. Providing disposal containers designed specifically for organic waste
2. Ensuring carts and containers are properly designated with labels and stamps for organic waste disposal
3. Equipping containers and carts with compliant lid colors that designate the container's intended contents

How can Toter help?

Toter is a leader in cart & container manufacturing, and we're specially-equipped to tackle green-initiatives like SB1383



Cart Hot Stamping

Staying compliant with SB1383 means properly marking and differentiating your carts for the various contents they will contain.

Compliant Lid Colors

Toter has all the lid options to stay compliant with CA SB1383, built with the durable traits Toter carts and accessories are renowned for.



Organic FELs

Stronger and more rugged than standard plastic front load containers, Toter's Organics FEL Container features a steel-rod-reinforced rim and base to prevent bowing under the weight of heavy, wet, organic waste while maintaining the integrity of the container.



Organic Bins

Made with durable high density polyethylene (HDPE), they are built to last and easily identifiable as organic waste containers.



Organic Caster Carts

Toter caster carts feature large wheels and swivel casters for maximum maneuverability, even with the heaviest organic waste loads, so transporting your goods from usage to disposal is as easy as possible.

CONTACT OUR TOTER EXPERTS

CALL: 800-424-0422

VISIT: [Toter.com/contact-us](https://www.toter.com/contact-us)

Toter is Tipping the Scale



Toter organics carts have a distinct advantage with their heavier load rating and unique sizing system to prevent the liability of overloading. With a heavier load rating of 6.25 lbs (compared to competitors' load rating of 3.5 lbs) and 21, 32, and 48-gallon cart sizes, Toter organics carts can safely support dense food waste while competitors' carts are constantly overloaded. Overloading creates a liability for the cart owners who employ labor using the carts or provide carts to homeowners. By eliminating overloading with Toter organics carts, you can reduce the possibility for overexertion, injury, and the associated costs.



BEAR TOUGH CARTS



Toter®
Built for Extremes®

We tell the toughest bears to grin and bear it.

BEAR TOUGH CARTS

Featuring a bear-resistant locking mechanism, Toter's Bear Tough garbage carts are strong enough to withstand repeated clawing and chewing. With a bear-resistant lock, double-walled lid and steel-reinforced rim, Toter Bear Tough garbage carts stand up to the toughest bears.



Bear-resistant lock



Double-walled lid



Steel-reinforced Rugged Rim® for impact resistance

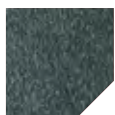
- Manufactured with stress-free Advanced Rotational Molding™ for superior durability
- Contains up to 50% recycled content and is 100% recyclable
- Compatible with fully-automated* and semi-automated waste collection
- Nestable when fully assembled for easy delivery

AVAILABLE IN 32, 64 and 96 GALLON SIZES

Part	Size	Dimensions (L x W x H)	Wheel Size	Load Rating
79B32	32 Gallons	24.0" x 19.8" x 37.5"	8"	112 lbs. / 50.8 kg
79R64	64 Gallons	31.50" x 24.75" x 42.25"	10"	225 lbs. / 102 kg
79R96	96 Gallons	35.50" x 30.25" x 43.75"	10"	338 lbs. / 153 kg

AVAILABLE COLORS

Toter carts are available in a variety of colors and textures. Granite finishes mask normal wear by helping hide scuffs, scratches, and dirt, keeping carts looking new for years.



GREENSTONE
(#968)



BLACKSTONE
(#209)

Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Only if left unlatched for waste collection

*Limitations apply visit www.wastequip.com/terms-conditions-of-sale for complete limited warranty terms



Certified by the Interagency
Grizzly Bear Committee.

Extreme Purpose • Extreme Toughness • Extreme Wear

PO Box 5338
841 Meacham Road
Statesville, NC 28677

704-872-8171
800-424-0422

sales@wastequip.com
www.toter.com
Toter is a Wastequip® brand



Bear Resistant Cart

Toter®
Built for Extremes®



Bear Resistant Cart

Toter Bear Resistant Carts are built to withstand the toughest bears! Our carts are constructed with our Advanced Rotational Molding™ process that creates an extremely durable trash can. We've armed them with a rugged rim to help prevent chewing, a double-walled lid, beefier handle and hinge and eliminated pry points, which makes them tough enough to withstand the strongest claws and jaws!

MODEL#	Size	Dimension(LxWxH)	Weight	Wheel Size	Color
79A64	64 gal.	32.3" x 25.2" x 45.5"	43.9 lbs.	10"	Black ●
79A96	96 gal.	36.3" x 30.2" x 45.5"	52.4 lbs.	10"	Black ●

- Improves routing and collection efficiencies due to compatibility with both fully-automated and semi-automated applications
- Safe and robust design is easy to maneuver, yet extremely difficult for bears to compromise.
- Strength is enhanced due to structural capabilities like Rugged Rim® and sealed stop bar journals
- Ready to roll design: lids, locks, stop bars, and body are fully assembled upon delivery
- Cost effective solution for communities seeking to bear proof their waste management program
- Interagency Grizzly Bear Committee's (IGBC) bear-resistant certification**



Rugged Rim Design



Recessed Auto Gravity Lock



Easy maneuverability



Rugged hinge



Increased radius to help prevent chewing

Features:

- 5 year warranty
- Corrosion and chemical resistant
- Color options
- UV stable
- RFID
- Space for graphics



IGBC Certification Number 5416

**IGBC certification is applicable for the 64 gallon cart only.

CARE AND USE OF YOUR ROLL-OUT CART



1

1. How to Load Your Toter® Cart » Follow your waste or recycling collector's instructions on what materials to place in your cart. To place materials inside the cart, raise the lid by grasping it from the front and lifting. DO NOT overload cart. Check the load rating imprinted on top of the container lid and do not exceed maximum load rating.



2

2. How to Move Your Toter Cart » Make sure that the cart lid is closed before moving the cart. Grab the handle with both hands and carefully tilt the cart towards you. Push or pull the cart to roll it. DO NOT drag the cart. DO NOT tilt or roll the cart with the lid open.



3

3. How to Transport Your Cart on Slopes » Handle the cart with care while transporting on inclines or slopes. Push the cart when going downhill and pull the cart when going uphill. Take caution in transporting your cart when the ground is slippery - such as during rain or frozen precipitation.



5

4. Collection » Place your cart at the curb for collection with the arrow on the lid pointing towards the street. After collection, remove your cart from the curb and place it in a suitable storage area.



6

5. Cart Lid » Keep the lid closed when your Toter cart is not in use. Be sure to keep your fingers clear of the cart when closing the lid. By keeping the lid closed, it keeps materials dry, reducing any unnecessary weight inside your cart and keeps insects out.



7

6. How to Store Your Toter Cart » Store your cart in the backyard, garage, or any other convenient, safe location. DO NOT store your cart near a furnace, fireplace, grill, or any other heat source.

7. How to Care for Your Cart » Shield your cart from odor and sticky messes with Toter Cart Liners and Powerfresh™. Toter Cart Liners, with built-in odor eliminator, are the first full-size bags made specifically to fit two-wheel carts. Toter Powerfresh™ is uniquely designed to fight tough trash can odors around the clock, leaving a fresh citrus fragrance. Made for garbage use only. To purchase, visit www.buytoter.com.

Toter®

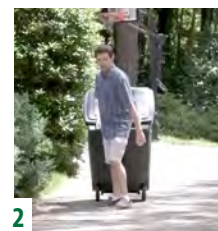
Built for Extremes®

CAUTION » DO NOT place hot ashes, solvents, paints, or other flammable liquids inside the cart. DO NOT use the cart to hold hazardous materials such as dead animals, chemicals, oils, liquids, and medical waste. DO NOT sit, climb, or stand on the cart lid. Never allow children to play in or around the cart.

USO Y MANTENIMIENTO DE SU CARRITO DE BASURA



1



2



3



5



6



7

1. Cómo cargar su carro Toter® » Siga las instrucciones de desecho o reciclado de su recolector de residuos para saber qué materiales puede colocar en su carrito. Para colocar los materiales en el carrito, levante la tapa tomándola desde el frente. NO sobrecargue el carrito. Verifique que no exceda la cantidad de carga indicada en la tapa del contenedor.

2. Cómo desplazar su carrito Toter » Cómo desplazar su carrito Toter » Asegúrese de que la tapa del carrito esté cerrada antes de moverlo. Tome el asa con ambas manos e incline levemente el carrito hacia usted. Empuje o jale del carrito para desplazarlo. NO arrastre el carrito. NO incline ni mueva el carrito con la tapa abierta.

3. Cómo transportar su carrito en pendientes » Manipule el carrito con cuidado cuando lo traslade en pendientes o cuestas. Empuje el carrito al desplazarse cuesta abajo y jale de este al ir cuesta arriba. Tenga cuidado al desplazar el carrito sobre terreno resbaladizo, por ejemplo, en temporada de precipitaciones o de escarcha.

4. Recolección » Coloque el carrito al borde de la acera y verifique que la flecha de la tapa apunte hacia la calle. Luego de la recolección, retire el carrito y colóquelo en una zona de almacenamiento adecuada.

5. Tapa del carro » Mantenga la tapa cerrada cuando no esté utilizando el carrito Toter. Tenga cuidado de no lastimarse los dedos al cerrar la tapa del carrito. Al mantener cerrada la tapa, el material se conserva seco, lo que reduce un peso innecesario en el carrito y evita el ingreso de insectos.

6. Cómo guardar su carrito Toter » Guarde el carrito en el patio trasero, garaje o cualquier otra ubicación conveniente y segura. NO guarde el carrito cerca de un horno, una chimenea, una parrilla o cualquier otra fuente de calor.

7. Mantenimiento de su carrito » Mantenga el carrito libre de olores y suciedad pegajosa con los recubrimientos para carritos Toter y con Powerfresh™. Los recubrimientos para carritos Toter tienen incorporado un eliminador de olores y son las primeras bolsas de tamaño grande específicamente diseñadas para recubrir carritos de dos ruedas. Powerfresh™ de Toter ha sido especialmente diseñado para combatir los olores penetrantes de los contenedores de basura durante todo el día gracias a su fragancia fresca y cítrica. Este producto ha sido diseñado solo para residuos. Para adquirirlo, ingrese a www.buytoter.com.

Toter®

Built for Extremes®

PRECAUCIÓN » NO coloque cenizas calientes, solventes, pintura ni otros líquidos inflamables en el carrito. NO utilice el carrito para eliminar materiales peligrosos, como animales muertos, sustancias químicas, aceites, líquidos o desechos médicos. NO se suba, se siente ni se pare sobre la tapa del carrito.

Toter®

Built for Extremes™

FEL CONTAINERS



PLASTIC FEL CONTAINERS

- Lasts up to 3X longer than steel containers
- Quieter than steel containers; perfect for areas where noise is a concern
- Lighter weight than steel containers for easier maneuverability
- Will not rust; perfect for environments where corrosion is a concern



STACKABLE DESIGN SAVES ON SPACE

Toter's plastic FELs are stackable – even when fully assembled. They can also be shipped unassembled for better truckload quantity efficiency.



Part	Description	Size (L x D x H)	Load Rating	Weight	Unassembled		Assembled	
					Containers Per Stack	53' t/l Quantity	Containers Per Stack	53' t/l Quantity
FL010	1-cubic-yard FEL*	82.3 x 41.75" x 38.0"	750 lbs/340.91 kg	193 lbs.	5	80	3	45
FL020	2-cubic-yard FEL*	82.3 x 43.5" x 52.3"	1,000 lbs/454.55 kg	229 lbs.	5	80	3	45
FL030	3-cubic-yard FEL*	82.3" x 50.6" x 65.1"	1,500 lbs/681.8 kg	281 lbs.	4	64	2	24
FL040	4-cubic-yard FEL	82.3" x 60.0" x 70.6"	2,000 lbs/909.1 kg	314 lbs.	3	30	2	20

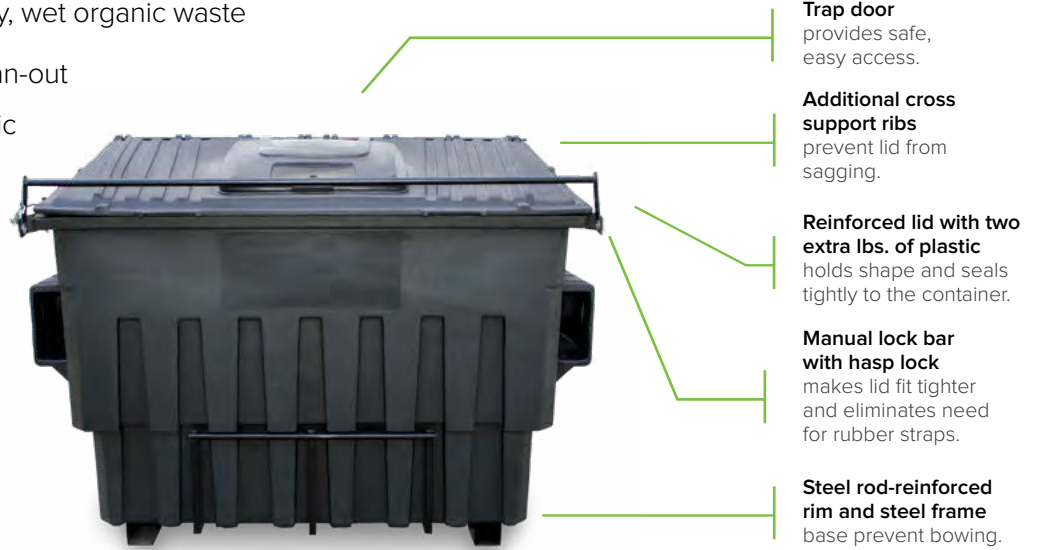
*Dimensions include casters.

Part	Post-Mold Graphic	Drain Plug	Lock Bar (Manual or Automatic)	No Casters	6" Standard Casters (2 Swivel, 2 Rigid)	6" Standard Casters (All Swivel)	6" HD Casters (2 Swivel, 2 Rigid or All Swivel)	8" Standard Casters (All Swivel)	Caster Mounting Pads Only
FL010	●	●	●	●	S	●	●	●	●
FL020	●	●	●	●	S	●	●	●	●
FL030	●	●	●	●	S	●	●	●	●
FL040	●	●	●	S	●	●	●	●	●

S = standard ● = optional

ORGANICS FEL CONTAINERS

- Specifically designed for heavy, wet organic waste
- Built-in drain plug for easy clean-out
- Withstands exposure to organic waste without rusting
- Leak-proof
- Locking lid



Part	Description	Size (L x D x H)	Load Rating	Weight	Unassembled		Assembled	
					Containers Per Stack	53' t/l Quantity	Containers Per Stack	53' t/l Quantity
FL51C	1-cubic-yard FEL*	82.3" x 41.75" x 38.0"	750 lbs/340.91 kg	193 lbs.	5	80	3	45
FL52C	2-cubic-yard Organics FEL	82.3" x 43.5" x 52.4"	2,000 lbs/909.1 kg	322 lbs.	4	64	3	45
FL53A	3-cubic-yard Organics FEL	82.3" x 50.6" x 64.1"	3,000 lbs/1363.6 kg	396 lbs.	3	39	1	15
FL53B	3-cubic-yard Organics FEL	80.3" x 50.6" x 64.1"	3,000 lbs/1363.6 kg	477 lbs.	3	39	1	15
FL53C	3-cubic-yard Organics FEL	82.3" x 50.6" x 67.9"	3,000 lbs/1363.6 kg	409 lbs.	3	39	1	15
FL53D	3-cubic-yard Organics FEL	80.3" x 50.6" x 67.9"	3,000 lbs/1363.6 kg	487 lbs.	3	39	1	15

Part	Post-Mold Graphic	Drain Plug	Lock Bar (Manual or Automatic)	No Casters	XHD Body With Steel Frame and Steel Runners	XHD Body With Steel Frame, 6" HD Casters, All Swivel, 2 Braking	XHD Body With Steel Frame, 6" HD Casters, 2 Swivel Braking, 2 Rigid	Plastic Lift Pockets	Steel Lift Pockets	Organic Single Lid With Trap Door
FL51C	●	●	●	●	S	●	●	●	●	—
FL52C	●	●	●	—	—	S	—	S	—	—
FL53A	●	●	●	S	S	—	—	S	—	●
FL53B	●	●	●	S	S	—	—	—	S	●
FL53C	●	●	●	—	—	●	S	S	—	●
FL53D	●	●	●	—	—	●	S	—	S	●

S = standard ● = optional

STANDARD COLORS



Colors shown are as accurate as printing allows. Actual product colors are subject to variation from printed sample.

*Refers to 3-cubic-yard FEL container only

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210 704 543-0258	CONTACT NAME: Kiffany Bowen PHONE (A/C, No, Ext): 704-901-8620 FAX (A/C, No): E-MAIL ADDRESS: kiffany.bowen@usi.com														
INSURED HPCC Parent, Inc. & Subsidiaries 6525 Carnegie Blvd Suite 300 Charlotte, NC 28211	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Crum & Forster Specialty Insurance Co.</td> <td data-bbox="1433 453 1563 485">44520</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Liberty Mutual Insurance Company</td> <td data-bbox="1433 485 1563 516">23043</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : Liberty Mutual Fire Insurance Company</td> <td data-bbox="1433 516 1563 548">23035</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D :</td> <td data-bbox="1433 548 1563 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1563 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1563 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Specialty Insurance Co.	44520	INSURER B : Liberty Mutual Insurance Company	23043	INSURER C : Liberty Mutual Fire Insurance Company	23035	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

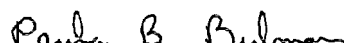
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK139245	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2681053630462	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			EFX120094	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA568D053630432 22-23 (AOS) WC5681053630442 22-23 (WI)	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds**CURRENT LEGAL ENTITIES**

Amrep Manufacturing Company, LLC
Amrep, Inc.
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City Of Tucson Business Services Department Shared Services Procurement Division 255 W. Alameda, 6th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Confab Manufacturing Company, LLC
Container Pros, LLC
Cusco Fabricators, LLC
Galbreath LLC
HPCC Intermediate, Inc.
HPCC Parent, Inc.
Parts Place, LLC
Patriot Container Acquisition Corp.
Patriot Container Corp.
Patriot Container Intermediate, LLC
Toter International I LLC
Toter International II LLC
Toter, LLC
Wastebuilt Environmental Solutions, LLC
Wastely, LLC
Wastequip Manufacturing Company LLC
Wastequip, LLC
WQD, LLC

PRIOR LEGAL ENTITIES

Accurate Industries, Inc.
Big Dumpster Acquisitions, Inc.
Big Dumpster Holdings, Inc.
CDS Acquisition, LLC
Central Body & Hoist Service Co.
Cusco Fabricators, Inc.
Galbreath, Inc.
Galfab Acquisition, LLC
Menomonee WI Holding, LLC
Parts Place, Inc.
Refuse Parts Depot, LLC
Stepp Acquisition, LLC
Stepp Equipment Company
Toter, Inc.
Toter, Incorporated
Wastebuilt Distribution and Service, LLC
Wastebuilt Southeast, LLC
Wastebuilt Southwest, LLC
Wastequip Manufacturing Company Inc.
Wastequip, Inc.
WQD, Inc.

DBAs

Accurate
Accurate Industries
Accurate of Canada
Accurate of Ohio
Amrep
Confab
ContainerPros
Galbreath
Go To Parts
Holt
Holt Industries
Holt Specialty Equipment
May Fabrication
May Fabricators
May Manufacturing

DESCRIPTIONS (Continued from Page 1)

May Manufacturing and Distribution Corp.
May Properties
Mayfab
May-Fab
Mayfab-Waste Equipment
Mountain Tarp
Parts Place
Pioneer
Wastebuilt
Wastequip Accurate
Wastequip DBA Florida Can
Wastequip Indiana
Wastequip Manufacturing
Wastequip Manufacturing Company
Wastequip May Mfg Co
Wastequip Mfg Co DBA Industrial Refuse Sales
Wastequip Oregon
Wastequip Tennessee
Wastequip Texas
Wastequip WRX
Wastequip/Mayfab
Wasteware

RE: Project ID #226024, EGSD, 10000, 10006, 10007, 10045, 10056.

Release Date: Friday, August 5, 2022

Due Date: Tuesday, September 20, 2022 2:00pm

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the City of Tucson only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Workers Compensation policies provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Blanket when specifically required in a written contract with the named insured.	Blanket when specifically required in a written contract with the named insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section III – Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company:	
Policy Number:	Effective Date:
Expiration Date:	
Named Insured:	
Address:	
Additional Insured (Lessor):	SEE ATTACHED SCHEDULE
Address:	
Designation Or Description Of "Leased Autos":	SEE ATTACHED SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket as required by written contract or agreement

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Colorado, Georgia, Illinois, Indiana, Michigan, Minnesota, Mississippi, Missouri, Montana, North Carolina, Pennsylvania, South Carolina, South Dakota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Florida, Maryland, Nebraska, Nevada, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of New York, Oklahoma, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WA5-68D-053630-432

Effective Date

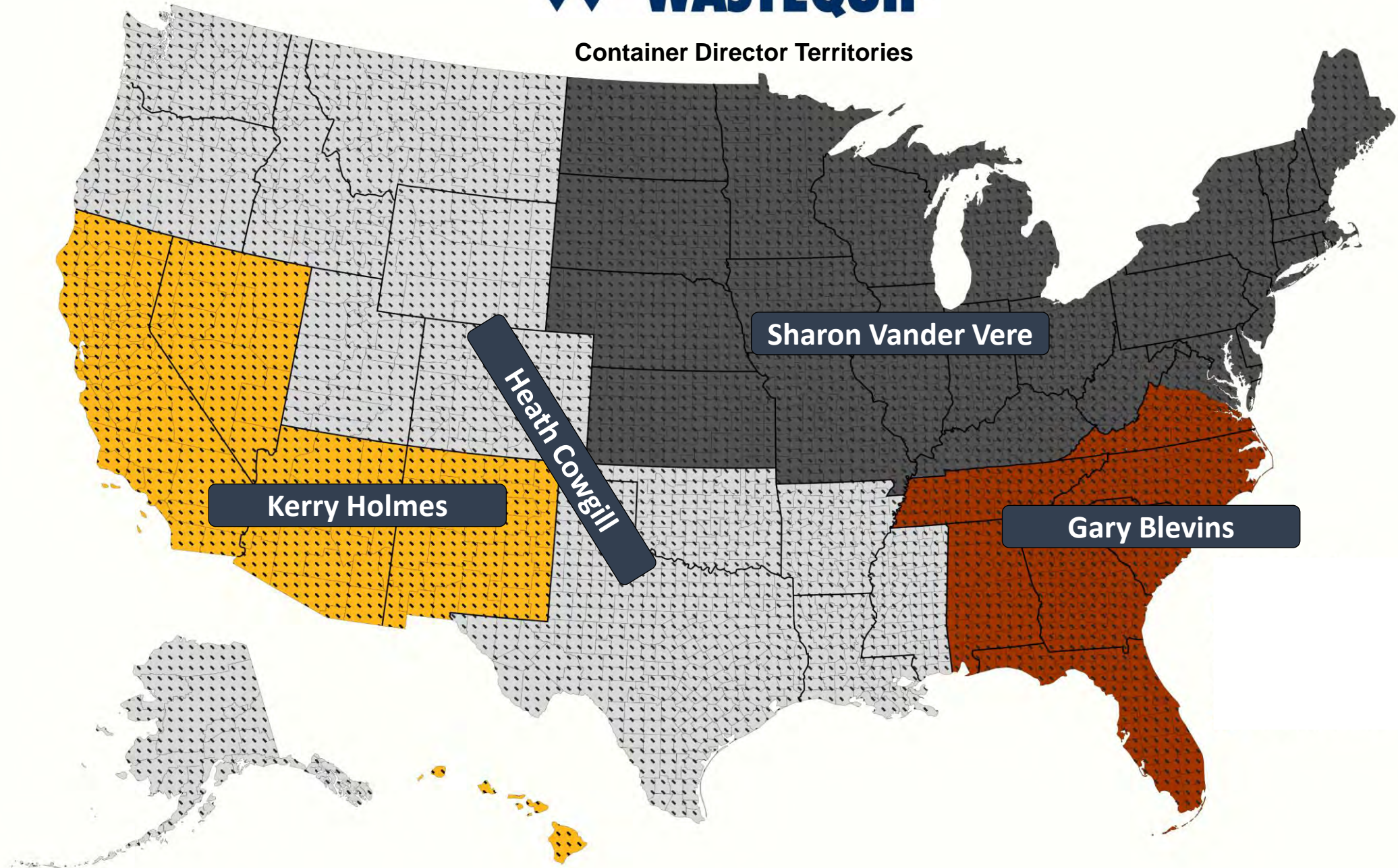
Premium \$

Issued to Wastequip, LLC

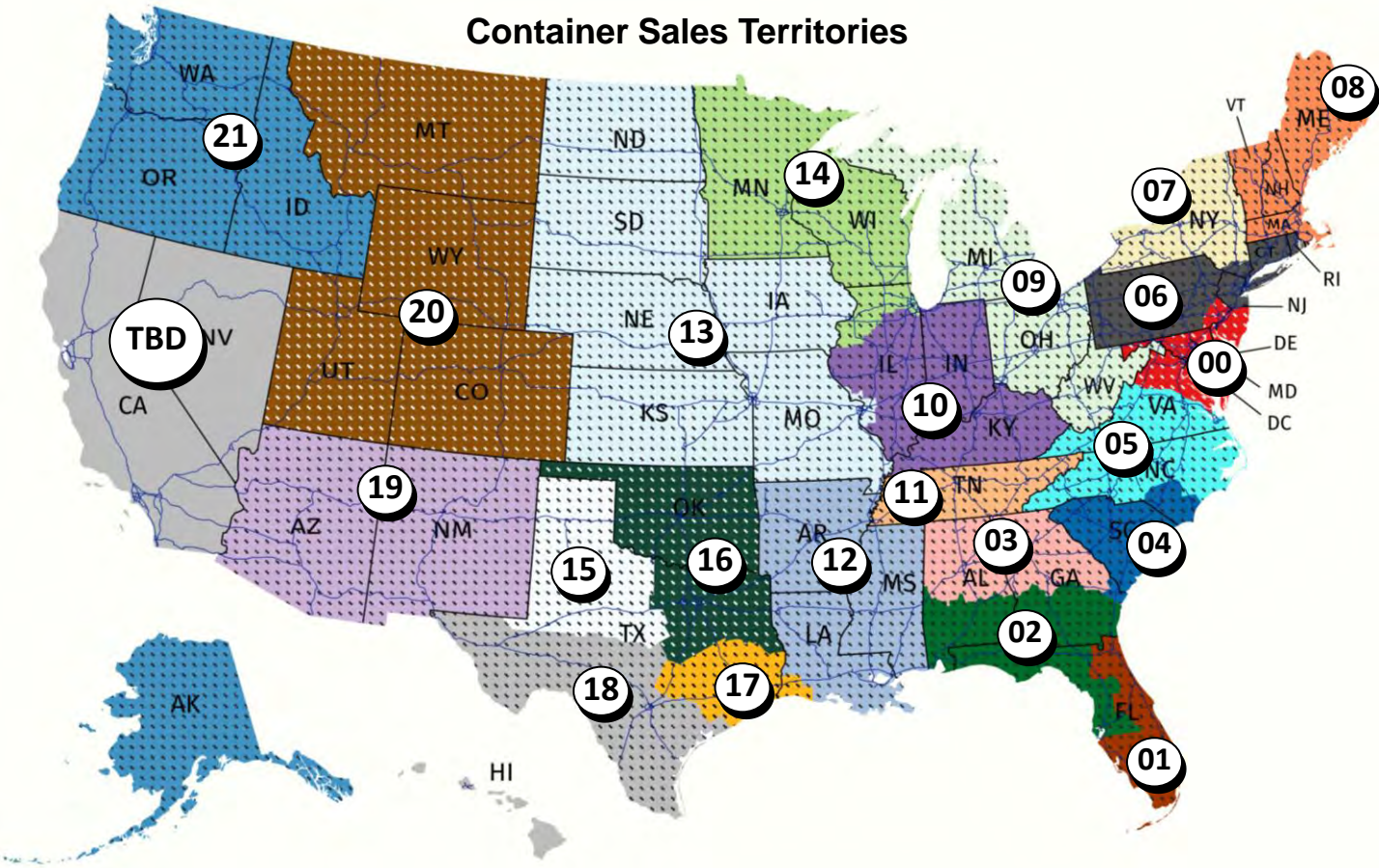
Endorsement No.



Container Director Territories



Container Sales Territories



Container – Cross Sell Territories

Territory	Name	Phone	CSR - Toter	ISR
Territory 00	Blake Wetzel	215-850-9072	Cheyenne Beasley	Steve Molnar
Territory 01	Ernie Castro	352-250-4669	Tashima Jones	Martin Smith
Territory 02	Brittany Taylor	863-559-4177	Tashima Jones	Martin Smith
Territory 03	Gary Stignani	205-229-9926	Tashima Jones	Martin Smith
Territory 04	Reilly Baxter	704-302-7271	Tashima Jones	Jonathan "Adam" Stevens
Territory 05	Brittany Hicks	864-313-7944	Tashima Jones	Jonathan "Adam" Stevens
Territory 06	Shane Gore	845-238-7189	Cheyenne Beasley	Steve Molnar
Territory 07	Tom Nero	518-320-5851	Cheyenne Beasley	Steve Molnar
Territory 08	Bill Morin	603-498-4401	Cheyenne Beasley	Steve Molnar
Territory 09	Mike Stolar	330-217-4583	Kaitlyn Simmons	Tommy Tatham IN/Tatham IL/Nerby
Territory 10	Caryn Miller	270-709-0687	Kaitlyn Simmons	KY/Delander
Territory 11	Steve Swanson	901-628-4064	Cheyenne Beasley	Rebecca Delander
Territory 12	Steve Hurtt	469-853-7729	Shania Chambers	Rebecca Delander
Territory 13	Phil Chiles	319-371-4761	Kaitlyn Simmons	Becky Nerby

Territory	Name	Phone	CSR - Toter	ISR
Territory 14	Mitch Neu	704-347-9532	Kaitlyn Simmons	Becky Nerby
Territory 15	Colt Walker	214-437-5017	Courtney Fisher	Rebecca Delander
Territory 16	Chance Hennig	361-362-4485	Shania Chambers	Rebecca Delander
Territory 17	David Minton	832-289-2661	Shania Chambers	Rebecca Delander
Territory 18	Olivia Ramirez	361-254-2002	Courtney Fisher	Rebecca Delander
Territory 19	Yolanda Garcia	602-810-0782	Courtney Fisher	Rebecca Delander
Territory 20	Scott Carpenter	720-387-6696	Krystal Elliott	Tommy Tatham
Territory 21	Tina Rainwater	360-594-2107	Krystal Elliott	Tommy Tatham
Territory TBD	California/NV	TBD	Mariana Sanchez / Krystal Elliott	TBD

Steel CSR & Planning Alignment

Group	OR	CO	MN	TX-T	TX-B	MS	LA	TN	MN	OH	NJ-E	NJ-W	NY	FL
CSR	James Hodges	James Hodges	Alexus Chestnut	Alexus Chestnut	Samantha Benavidez	Lorna Lee	Laura Saberio / Laura Martinez	Laura Martinez	Alexus Chestnut	Lorna Lee	Laura Martinez	Laura Martinez	Sherry Burch	Shery Burch
Planning	Robyn Lassen	Victor Arriaga	Diane Lopez	Nicole Espinoza	Audra Cirone	Audra Cirone	Tammy Silva	Robert Weis	Diane Lopez	Robert Weis	Jaime Hughes	Mary Balls	Mary Balls	Diane Lopez



**WASTEQUIP PRODUCT LIMITED WARRANTIES, DISCLAIMERS OF WARRANTIES,
LIMITATION OF LIABILITIES AND REMEDIES, AND LIMITED WARRANTY PERIODS**

As used herein, the term "Wastequip" shall include any and all of Wastequip, LLC's subsidiaries and their affiliates, including Toter, LLC. Wastequip warrants only Products of its manufacture, sold by Wastequip, or by a Wastequip authorized distributor, for normal and intended use and service and for specific periods against operational failure caused by proven defective material or workmanship. Wastequip's obligations under this warranty are limited to the repair, replacement or credit, as hereinafter provided at its option, of such Product and/or parts and components thereof. For Products (including parts and/or components) manufactured or supplied by other parties (including but not limited to engines, motor vehicles, special equipment, accessories, tires and fittings), Wastequip shall endeavor to provide such third-party manufacturer warranties, as applicable and to the extent such warranty is transferrable or assignable. All express or implied warranties are limited to those expressly provided herein; and Wastequip makes no other warranty or other duty of its own on any Product, including those warranted by any such third party, and expressly disclaims and does not obligate itself to any warranty on any Product, unless it delivers to Buyer a separate written certificate specifically warranting the Product. Buyer's must complete a Product Warranty Registration Form, where applicable (retaining a copy for Buyer's records) and provide proof of purchase or ownership.

Specific warranty periods are listed herein. Repair or replacement does not extend the warranty beyond the original period, and repaired or replaced parts are warranted for the balance of the original warranty period for the original part. Some states do not allow limitations on how long an implied warranty lasts, the exclusion or limitation of incidental or consequential damages, and any such limitations will conform these Wastequip warranties thereto (Buyers may also have other specific rights which vary from state to state).

Wastequip does not warrant or make any representations concerning Product when the Product is not installed and/or used in strict accordance with good installation, service and maintenance practices or operating instructions. Wastequip does not warrant Product that has been altered, disassembled or re-designed; improperly installed, serviced, maintained, handled or repaired; combined with unapproved non-Wastequip products without Wastequip authorization; contaminated with or exposed to oil, grease, water (including salination), chemicals or solvents; damaged or fails to perform as a result of accident, acts of God, lack of reasonable and proper protection during storage or use, overheating, negligence, misuse, vandalism, damage from wildlife, loading or exceeding the manufacturer's rated or recommended capacity; damage from automated grasper; in contravention of specifically excluded use or any other unauthorized use other than originally intended, authorized, instructed or beyond the control of Wastequip. This warranty does not apply to normal operating costs and adjustments, including but not limited to adjusting pressure settings, limit switches, timers, relays, fuses, loss of hydraulic oil, cable or filter replacement or normal cosmetic or mechanical wear and tear. Wastequip does not warrant any used Products, which are sold "as is" unless otherwise expressly noted by Wastequip. Further, Wastequip does not warrant any Products that have had serial numbers removed, altered or defaced. Wastequip shall have no liability for any special, punitive, incidental, liquidated or consequential damages, including but not limited to loss of profits, damages to other parts or equipment, cost of capital or interest, any claim for authorized labor charges incurred in diagnosing or replacing a defective Product, towing charges, travel costs, meals, lodging, telephone charges, fuel, storage, loss of use, loss of hydraulic oil, unauthorized repairs, or injury to person or property, to the maximum extent allowable under applicable law. If Wastequip, without separate compensation therefore, furnishes Buyer, Buyer's customer or end user with advice or other assistance concerning any Product or equipment in which the Product may be installed, the furnishing of such advice or assistance will not subject Wastequip to any liability whether in contract, tort (including negligence and strict liability) or otherwise. If any sample, model or demonstration was shown to or provided Buyer, such sample, model or demonstration merely illustrates the general type and quality of Product, and is not to be construed as a representation. If Wastequip authorizes any labor costs associated herewith, such will be solely in accordance with Wastequip established labor rates. Authorization for repairs or related work on Products other than at a Wastequip facility or authorized service center must be through prior written consent by Wastequip; failure to obtain such prior consent shall void this warranty. All claims for reimbursement must be filed with proper documentation no later than forty-five (45) days after occurrence. Travel time approved in advance by Wastequip for authorized service work is limited to two (2) hours maximum per service call.

As the exclusive remedy, in accordance with the Wastequip Terms and provided such Product is manufactured by Wastequip and deemed by Wastequip to be defective, Wastequip shall, at its sole option (i) repair or replace the defective Product, parts or component(s) thereof at our factory or elsewhere (in our discretion); (ii) provide Buyer with a credit on its account in an amount equal to the original purchase Price of the defective Product; and/or (iii) require that Buyer tender any such claims to the third party manufacturer or supplier of the Product, as applicable, upon which Wastequip may endeavor to assist Buyer or Buyer's customer in resolution. Wastequip will accept warranty claims only from the Buyer or in the event of Buyer's resale, redistribution, installation or other similar action, unless otherwise noted, from Buyer's customer, end user or third party that directly purchased the Product through a legitimate action. Wastequip reserves the right to examine all Product to determine whether or not the warranted Product qualifies for the exclusive remedy set forth in these Wastequip Terms. No benefits or remedies are available under this limited warranty while the Invoice for the Product remains outstanding.

In any action brought against Wastequip, regardless of the form or forum, Wastequip shall not be liable to Buyer, end user, customer or any third party for special, consequential, incidental, liquidated or punitive damages and, under no circumstances shall any award against Wastequip in favor of Buyer, end user, customer or any third party exceed the amount paid to Wastequip by Buyer for the Product, to the extent allowed by law. Wastequip shall not indemnify Buyer, end user, customer or any third party from potential claims by or against a third party manufacturer or supplier. Further, Wastequip shall not indemnify Buyer, Buyer's customers, end users or any third party against any claims, including but not limited to product liability claims or workers compensation claims. The parties agree that the foregoing remedy is reasonable and does not cause the Wastequip's Terms to fail of its essential purpose.



In the event of Buyer's resale, redistribution, installation or other similar action of any of the Products sold hereunder, in whatever form unless otherwise expressly notified by Wastequip, Buyer shall merely and solely pass the applicable Wastequip limited warranties herein on to Buyer's customer, end user or third party, as applicable, but make no warranty on its own binding Wastequip, third party manufacturer or supplier or any others, and shall notify such purchaser, customer, end user or third party of these Wastequip Terms and disclaimer of any Wastequip warranty, in writing or otherwise.

Buyer and Buyer's customers, end users or third parties assume all risk and liability for loss or damage resulting from the handling, use, storage, disposal or application of the Products delivered hereunder. Further, Buyer and as applicable, Buyer's customers, end users or third parties shall defend, indemnify and hold harmless Wastequip (and Wastequip's parent company, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, individually and collectively "Indemnified Parties") against any and all claims, demands, judgments, loss, injury, death, damage, liability, deficiency, actions, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or occurring in connection with the Products purchased from Wastequip and involving Buyer's and/or Buyer's customers', end users', or third parties' acts, omissions, negligence, misconduct, breach of Wastequip's Terms; or relating to a breach or non-fulfillment of any representation, warranty or covenant under this Agreement by Buyer or Buyer's personnel; or alleging or relating to any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Buyer or its personnel and/or Buyer's customers, end users, or third parties; or relating to a purchase of a Product by any person or entity purchasing directly or indirectly through Buyer and not directly relating to a claim of Limited Warranty breach; or relating to any failure by Buyer or its personnel and/or Buyer's customers, end users, or third parties to comply with any applicable laws or regulations. The right of Indemnified Parties to be indemnified and held harmless under the foregoing shall not be exclusive, but shall be in addition to any and all other rights and remedies to which Indemnified Parties may be entitled under this Agreement or otherwise.

Buyer and/or Buyer's customers, end users, or third parties agree to familiarize itself and keep informed (without reliance on Wastequip) with regards to any hazards to persons and/or property involved in handling, use, storage, disposal or application of the Products. Buyer and/or Buyer's customers, end users, or third parties shall advise its employees, customers, independent contractors and others who handle, use, store, dispose or apply such Products of any such hazards. Buyer and/or Buyer's customers, end users, or third parties represent and warrant that the Products sold by Wastequip will not be used in connection with any applications where failure or malfunction could create a situation in which personal injury or death is likely to, or could occur.

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LIMITED WARRANTY PERIODS

Toter Containers and Products:

The warranty for all Toter Containers and Products manufactured and provided by Toter or a Toter authorized distributor is only available to the original purchaser of the Product, and is not transferable through resale, redistribution, installation or other similar action, as follows:

- Toter Wheeled Containers (Residential Wholesale/Municipal) – Rotomolded Container Body only – 12 Years from the date of original purchase; All other components - 10 years from date of original purchase.
- Toter Bear Resistant Containers - 5 years from date of original purchase; 90-days from date of original purchase for steel components, including locking mechanism.
- Toter Bear Tough Containers – 3 years from date of original purchase; 90-days from date of original purchase for steel components, including locking mechanism.
- Toter Front Load Containers (1,2, 3 and 4 cubic yard) – 3 years from date of original purchase for body, lids, lift pockets and fasteners; 90-days from date of original purchase for casters and non-plastic components; provided, that replacement after the first 12-months shall be subject to a pro-rata replacement cost (plus freight).
- Toter Cart Lifter/Dumpster Units – 1 year from date of original purchase.



WARRANTY CLAIMS PROCEDURE

Toter containers are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable products. Easy to use, and reliable, the warranty demonstrates how we confidently back our containers.

The Warranty document is included in our submission information, along with a sample online claim form/instructions below. Warranty claim resolution and subsequent warranty replacement containers or components shipments are usually transacted within 60 days.

To file a warranty claim directly with Toter, a link to an online Warranty Claim Form is provided: <http://www.toter.com/municipalities/residential-warranty-form>. This form should be completed entirely. In addition to completing this simple form, Toter requires photos of issues to be uploaded:

Must include pictures that represent 10% of the parts claimed for warranty. Pictures must be of defective or damaged area on cart or lid. For body damage please take at least one picture of the serial number and one of the defect.

The claim will be processed upon customer submission of the website claim form (see attached printout of the online form).

Toter may, at its discretion, send a Toter Regional Manager or other personnel to review the damaged containers. Toter will notify you of its findings in writing via email, and if damage is not due to defective components, Toter may make recommendations to possibly prevent future damage to containers. However, in the event that mutual agreement cannot be reached, the matter will be referred to binding arbitration.

CONTINUED



WARRANTY FLOW & PROCESS TIMELINE

1. Submit Claim through normal process

- Use link: <https://www.toter.com/municipalities/residential-warranty-form>
- Warranty claim serial numbers and pictures requirement

**Serial Numbers with accompanying pictures are required to process claim. If not included, claim will be stalled until further required information is supplied*



2. Initial receipt review of claim & confirmation of complete submittal by Warranty Department

- Incomplete or needing more information → Warranty will return information request to customer
- Complete → process reaches next step (amount approved & amount denied & reasons)



3. Internal review by warranty division

- Review of pictures and serial numbers by Toter's warranty division to determine validity of warranty coverage



4. Communication to customer by Customer Service/Warranty/RSM

- Explanation of acceptance/denial of claim & reasons
- Option for part/body replacement or credit to account confirmed with customer



5. Warranty Claim Process Complete

- Part/body replacement → standard order process commences (artwork, O.C.'s, production scheduling/ship date OR
- Credit → applied to customer account via Finance
- Toter will review this information and assist in expediting decision as follows: Regional Sales Manager is your point of contact.

Please review the example of a Toter Residential Warranty Form on the following page.



Toter Residential Warranty Form

Fields noted with * are required.

Company Name *

Customer Number

First Name *

Last Name *

Phone Number *

Email *

Issue Description *

Product Details

Please enter claim details for your products below. *Images of damaged products are required for claim processing.*

You may add more than one product type by clicking on 'Add another product'.

If you would like to upload multiple products in a single file, please download the template at the bottom of this form and attach the completed file when submitting a claim.

[Download Bulk Upload Template](#)

Item Type *

Resolution Requested *

Order/Invoice Number

Serial Number(s)

Quantity *

Date of Purchase *

Date Out of Service *

Cart Style *

Body Color *

Lid Color *

Description of Damage *

[Add another product](#)

Attach Files *

No file chosen

[Add another image](#)