

RESOLUTION NO. 16 - 2365

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING, AFTER THE FACT, THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$34,182.00 FOR THE PURCHASE OF 2CY AND 3CY POLY COMMERCIAL DUMPSTER CONTAINERS FROM THE FISCAL YEAR 2015/2016 SOLID WASTE FUND, ACCOUNT NO. 403-4000-534-4911; PIGGYBACKING OFF THE PURCHASE PRICE OF THE COMPETITIVELY BID CONTRACT AWARDED BY THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department requested twelve (12) 2CY and thirty-six (36) 3CY poly commercial dumpster containers to replace the metal dumpster containers currently in use; and

WHEREAS, the current metal containers were originally purchased by the property owner and are now the responsibility of the Public Works Department through the Solid Waste Division; and

WHEREAS, the new poly dumpster containers will last longer than the 2-3 year cycle provided by the current metal containers. They are lighter to move around and will enable the Public Works staff to clean and maintain them on a more regular basis; and

WHEREAS, the Town Commission of the Town of Surfside, Florida purchased commercial dumpster containers for a purchase price of \$34,182.00 (see Invoice, "Attachment "A") by piggybacking off the pricing structure of the competitively bid contract awarded by the Houston-Galveston Area Council of Governments (see Attachment "B") with Rehrig Pacific; and

WHEREAS, Rehrig Pacific Company was selected by the Houston-Galveston Area Council of Governments pursuant to Bid No. RC01-16, and in accordance with the Surfside procurement process and pursuant to Section 3-13(3) of the Town of Surfside Code of Ordinances, purchases made under state general service administration contracts, federal, county or other governmental contracts are exempt from the Town's competitive bidding procedures; and

WHEREAS, it is in the best interest of the Town to authorize, after the fact, the expenditure of funds in the amount of \$34,182.00, which was approved in the budget, from the Fiscal Year 2015/2016 Solid Waste Fund, Account No. 403-4000534-4911, for

the purchase of twelve (12) 2CY and thirty-six (36) 3CY poly commercial dumpster containers.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval and Authorization to Expend Funds. The Town Commission hereby authorizes and approves, after the fact, the expenditure in the amount of \$34,182.00 for the purchase of 2CY and 3CY poly commercial dumpster containers from the Fiscal Year 2015/2016 Solid Waste Fund, Account No. 403-4000534-4911.

Section 3. Implementation. The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of April, 2016.

Motion by Commissioner Karukin,

Second by Commissioner Paul.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



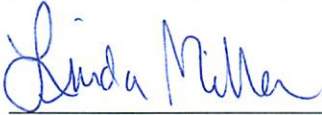
Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

PLEASE REMIT
FROM THIS INVOICE
TO:
REHRIG PACIFIC COMPANY
P.O. BOX 514457
LOS ANGELES, CA 90051-4457

Rehrig Pacific Company

4010 East 26th Street Los Angeles, CA 90058
(323) 415-5550

INVOICE DATE	PAGE
02/12/16	1

SHIP DATE
02/12/16

PERIOD
12-2016

INVOICE NUMBER
LA201400R

CUSTOMER NUMBER
TO218

CUSTOMER NUMBER
TO218A

SOLD TO
TOWN OF SURFSIDE
9293 Harding Ave
SURFSIDE FL 33154
USA

SHIP TO
TOWN OF SURFSIDE
9293 Harding Ave
SURFSIDE FL 33154
USA

INVOICE

F.O.B.: POINT OF SHIPMENT
TERMS: 0.00%-0, Net30
SHIP-VIA: E/P
SALESREP: 412 M Callier
WAYBILL: 01-90843

11228
CUSTOMER ORDER NUMBER

ABOVE
TERMS

LA622538 10/15/15
SALES ORDER NUMBER/DATE

QUANTITY	ITEM	PRODUCT/DESCRIPTION	UNIT	UNIT PRICE	EXT. PRICE	SHIP DATE	TAXABLE
12	001	NU602NC00RE999 2-Yard RL Commercial Container No Color 2 Yard RL Lid 31x49 2-Yard RL Commercial Container	EA	523.0000	6,276.00	02/12/16	NO
12	002	HD196 Drain Plug REPLACEMENT FOR LA201400	EA	10.0000	120.00	02/12/16	NO
** SUB-TOTAL ***:					6,396.00		
FREIGHT:					3,306.00		
Date Due: 03/13/16 ***** TOTAL ***:					9,702.00		

Attachment "A"

PLEASE REMIT
FROM THIS INVOICE
TO:
REHRIG PACIFIC COMPANY
P.O. BOX 514457
LOS ANGELES, CA 90051-4457

Rehrig Pacific Company

4010 East 26th Street Los Angeles, CA 90058
(323) 415-5550

INVOICE DATE 02/12/16
PAGE 1

SHIP DATE
02/12/16

PERIOD
12-2016

INVOICE NUMBER
LA201400C

CUSTOMER NUMBER
TO218

CUSTOMER NUMBER
TO218A

SOLD TO
TOWN OF SURFSIDE
9293 Harding Ave
SURFSIDE FL 33154
USA

SHIP TO
TOWN OF SURFSIDE
9293 Harding Ave
SURFSIDE FL 33154
USA

INVOICE

11228
CUSTOMER ORDER NUMBER

ABOVE
TERMS

LA622538 10/15/15
SALES ORDER NUMBER / DATE

F.O.B.: POINT OF SHIPMENT
TERMS: 0.00%-0, Net30
SHIP-VIA: E/P
SALESREP: 412 M Callier
WAYBILL: 01-90843

QUANTITY	ITEM	PRODUCT / DESCRIPTION	UNIT	UNIT PRICE	EXT. PRICE	SHIP DATE	TAXABLE
-12	001	NU602NC00RE999 2-Yard RL Commercial Container No Color 2 Yard RL Lid 31x49 2-Yard RL Commercial Container	EA	523.0000	-6,276.00	02/12/16	NO
-12	002	HD196 Drain Plug	EA	120.0000	-1,440.00	02/12/16	NO

CREDIT FOR INVOICE #LA201400
TO ADJUST UNIT PRICE

FREIGHT: ** SUB-TOTAL ***: -7,716.00
-3,306.00
Date Due: 03/13/16 ***** TOTAL ***: -11,022.00

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P.O. BOX 514457
LOS ANGELES, CA 90051-4457

Rehrig Pacific Company

4010 East 26th Street Los Angeles, CA 90058
(323) 415-5550

INVOICE DATE	PAGE
01/22/16	1

SHIP DATE
01/22/16

PERIOD
11-2016

INVOICE NUMBER
LA201399

CUSTOMER NUMBER
TO218

CUSTOMER NUMBER
TO218A

SOLD TO
TOWN OF SURFSIDE 9293 Harding Ave SURFSIDE FL 33154 USA

SHIPTO
TOWN OF SURFSIDE 9293 Harding Ave SURFSIDE FL 33154 USA

INVOICE

F.O.B.: POINT OF SHIPMENT
TERMS: 0.00%-0, Net30
SHIP-VIA: E/P
SALESREP: 412 M Callier
WAYBILL: 01-90843

11228 CUSTOMER ORDER NUMBER

ABOVE TERMS

LA622539 10/15/15 SALES ORDER NUMBER / DATE
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QUANTITY	ITEM	PRODUCT / DESCRIPTION	UNIT	UNIT PRICE	EXT. PRICE	SHIP DATE	TAXABLE
36	001	NU603NC00RE999 3-Yard RL Commercial Container No Color 3 Yard RL Lid 31x56 3-Yard RL Commercial Container	EA	670.0000	24,120.00	01/22/16	NO ✓
36	002	HD196 Drain Plug	EA	10.0000	360.00	01/22/16	NO
** SUB-TOTAL ***:					24,480.00		✓
Date Due: 02/21/16 ***** TOTAL ***:					24,480.00		

PLEASE REMIT
FROM THIS INVOICE
TO:
REHRIG PACIFIC COMPANY
P.O. BOX 514457
LOS ANGELES, CA 90051-4457

Rehrig Pacific Company

4010 East 26th Street Los Angeles, CA 90058
(323) 415-5550

INVOICE DATE	PAGE
01/22/16	1

SHIP DATE
01/22/16

PERIOD
11-2016

INVOICE NUMBER
LA201400

CUSTOMER NUMBER
TO218

CUSTOMER NUMBER
TO218A

*aria@rehrig.com
mcallier@rehrig.com*

SOLD TO
TOWN OF SURFSIDE 9293 Harding Ave SURFSIDE FL 33154 USA

SHIP TO
TOWN OF SURFSIDE 9293 Harding Ave SURFSIDE FL 33154 USA

INVOICE

F.O.B.: POINT OF SHIPMENT
TERMS: 0.00%-0, Net30
SHIP-VIA: E/P
SALESREP: 412 M Callier
WAYBILL: 01-90843

11228 CUSTOMER ORDER NUMBER

ABOVE TERMS

LA622538 10/15/15 SALES ORDER NUMBER / DATE
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QUANTITY	ITEM	PRODUCT / DESCRIPTION	UNIT	UNIT PRICE	EXT. PRICE	SHIP DATE	TAXABLE
12	001	NU602NC00RE999 2-Yard RL Commercial Container No Color 2 Yard RL Lid 31x49 2-Yard RL Commercial Container	EA	523.0000	6,276.00	01/22/16	NO
12	002	HD196 Drain Plug	EA	120.0000	1,440.00 120.00	01/22/16	NO
<p style="text-align: right;">** SUB-TOTAL ***:</p>					7,716.00		
<p>FREIGHT:</p>					3,306.00		
<p>Date Due: 02/21/16 ***** TOTAL ***:</p>					11,022.00		

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
REHRIG PACIFIC COMPANY
Los Angeles, California

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Rehrig Pacific Company, hereinafter referred to as the CONTRACTOR, having its principal place of business at 4010 East 26th Street, Los Angeles, California 90058.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Refuse and Recycling Containers & Lifters Contract to become effective as of January 1, 2016, and to continue through December 31, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Refuse and Recycling Containers & Lifters offered by the CONTRACTOR. The CONTRACTOR agrees to sell Refuse and Recycling Containers & Lifters through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT

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

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:RC01-16, including any relevant suffixes
4. CONTRACTOR's Response to Bid No:RC01-16, including but not limited to, prices and options offered

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

ARTICLE 3: LEGAL AUTHORITY

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

ARTICLE 4: APPLICABLE LAWS

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

ARTICLE 5: INDEPENDENT CONTRACTOR

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

ARTICLE 6: END USER AGREEMENTS

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

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

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

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

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

ARTICLE 9: REPORTING REQUIREMENTS

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

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

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

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

ARTICLE 11: SEVERABILITY

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

ARTICLE 12: DISPUTES

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

ARTICLE 13:

LIMITATION OF CONTRACTOR'S LIABILITY

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

ARTICLE 14:

LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

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

ARTICLE 15:

TERMINATION FOR CAUSE

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

ARTICLE 16:

TERMINATION FOR CONVENIENCE

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

ARTICLE 17:

CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

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

ARTICLE 18:

GOVERNING LAW & VENUE

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

ARTICLE 19:

PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20: LIQUIDATED DAMAGES

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

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

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

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

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

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

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

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

Signed for Houston-Galveston Area Council, Houston, Texas: Jack Steele, Executive Director

Attest for Houston-Galveston Area Council, Houston, Texas: Deidre Vick, Director of Public Services

Date: Dec 11, 2015

Signed for Rehrig Pacific Company Los Angeles, California: William J. Rehrig, President

Printed Name & Title: William J. Rehrig, President

Date: November 18, 2015

Attest for Rehrig Pacific Company Los Angeles, California: Rajesh J. Luhan, CFO

Printed Name & Title: Rajesh J. Luhan, CFO

Date: November 18, 2015

Attachment A
Rehrig Pacific Company
Refuse and Recycling Containers & Lifters
Contract No.: RC01-16

H-GAC Product Code	Item Description	Offered Price	Minimum Quantity
AG255	Rehrig Pacific Company ROC-20: 20 gallon capacity residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels	\$54.75	108
AG256	Rehrig Pacific Company ROC-35: 35 gallon capacity residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 8" wheels	\$46.75	108
AG257	Rehrig Pacific Company ROC-65: 65 gallon capacity residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 10" wheels	\$55.75	108
AG258	Rehrig Pacific Company ROC-65Y: 65 gallon capacity residential rollout cart: for yard waste, universal dumping design, injection molded, integrally molded stop bar, 10" wheels	\$70.75	108
AG259	Rehrig Pacific Company ROC-95: 95 gallon capacity residential rollout cart: universal dumping design, injection molded, integrally molded stop bar, 10" wheels.	\$60.75	108
AG260	Rehrig Pacific Company ROC-95FA: 95 gallon capacity residential rollout cart: fully automated dumping design, injection molded, 10" wheels	\$60.75	108
AG261	Rehrig Pacific Company ROC-95NG: 95 gallon capacity residential rollout cart: fully automated dumping design, injection molded, 10" wheels	\$60.75	108
AG262	Rehrig Pacific Company ROC-40L: 40 Liter Organic Waste Recycling Cart: pull handle and air tight snap lock lid, injection molded	\$29.45	108
AG263	Rehrig Pacific Company ROC-80L: 80 Liter Organic Waste Recycling Cart: Weatherproof Rodent Resistant Locking Lid, Lightweight, 8" Snap Wheels, injection molded	\$46.75	108
AG265	Rehrig Pacific Company ROC-80L: 80 Liter Residential Roll Out Cart: Universal Dumping Design, 8" Snap-On Wheels, injection molded	\$46.75	108
AG266	Rehrig Pacific Company ROC-35DD: 35 Gallon Capacity Document Destruction Cart with Slotted Lid: Locking Hasp or Internal Lock with Key	\$71.75	108
AG267	Rehrig Pacific Company ROC-65DD: 65 Gallon Capacity Document Destruction Cart with Slotted Lid: Locking Hasp or Internal Lock with Key	\$80.75	108
AG268	Rehrig Pacific Company ROC-95DD: 95 Gallon Capacity Document Destruction Cart with Slotted Lid: Locking Hasp or Internal Lock with Key	\$85.75	108
BG269	Rehrig Pacific Company RB-14: curbside recycling bin: 14 gallon capacity, injection molded	\$7.25	200
BG270	Rehrig Pacific Company RB-18: curbside recycling bin: 18 gallon capacity, injection molded	\$7.95	200
BG271	Rehrig Pacific Company RB25: industrial/public litter/refuse container/recycling bin: 25 gallon capacity, injection molded, manual/automated dumping design	\$17.25	200
BG272	Rehrig Pacific Company RB32: industrial/public litter/refuse container/recycling bin: 32 gallon capacity, injection molded, manual/automated dumping design	\$18.15	200
BG273	Rehrig Pacific Company RB-SS: stacking recycling bins: 11.85 gallon capacity, 3 bin stacking system, injection molded	\$10.00	200

CG274	Rehrig Pacific Company ARB-6G: apartment recycling bin: 6 gallon capacity, injection molded with handle	\$7.50	200
CG275	Rehrig Pacific Company ORB-4G: office recycling bin: 4.0 gallon capacity, injection molded, desk side bin	\$6.50	200
CG276	Rehrig Pacific Company FWC-2G: kitchen food waste container: 2.0 gallon capacity, injection molded	\$5.75	200
DG277	Rehrig Pacific Company Commercial Container-2Y: 2 yard Front Load dumpster: rotational molded, replaceable molded in plastic sleeves, includes Lids and Casters	\$625.00	1
DG278	Rehrig Pacific Company Commercial Container-3Y: 3 yard Front Load dumpster: rotational molded, replaceable molded in plastic sleeves, includes Lids and Casters	\$725.00	1
DG279	Rehrig Pacific Company Commercial Container-4Y: 4 yard Front Load dumpster: rotational molded, replaceable molded in plastic sleeves, includes Lids and Casters	\$810.00	1
DG280	Rehrig Pacific Company Commercial Container-6Y: 6 yard Front Load dumpster: rotational molded, replaceable metal or plastic sleeves, includes Lids and Skid Plates	\$1,005.00	1
DG281	Rehrig Pacific Company Commercial Container-8Y: 8 yard Front Load dumpster: rotational molded, replaceable plastic or metal sleeves, includes Lids and Skid Plates	\$1,225.00	1
DG282	Rehrig Pacific Company Commercial Container-3YR: 3 yard Rear Load dumpster: rotational molded, trunnion bar and 1.5 ton rear mounted cable hook, includes Lids and Casters	\$685.00	1
DG283	Rehrig Pacific Company PLC-60G: public litter container: 60 gallon capacity, rotational molded, manual/automated collection	\$400.00	5
DG284	Rehrig Pacific Company PLC-75G: public litter container: 75 gallon capacity, rotational molded, manual/automated collection	\$500.00	5
GA001	Rehrig Pacific Company ROC-100L: 100 Liter Organic Waste Recycling Cart: Weatherproof Rodent Resistant Locking Lid, Lightweight, 8" Snap Wheels, injection molded, non-penetrating catch bar	\$63.75	108
GA002	Rehrig Pacific Company Commercial Container-2YR: 2 Yard Rear Load dumpster: rotational molded, trunnion bar and 1.5 ton rear mounted cable hook, includes Lids and Casters	\$605.00	1
GA003	Rehrig Pacific Company Assembly and Distribution of carts to House: Quantities 3,000 - 5,000	\$7.75	3000
GA004	Rehrig Pacific Company RFID-UHF Retrofit Costs of existing Containers Minimum 3,000 carts (does not include Tag Cost) homes	\$8.00	3000
GA005	Rehrig Pacific Company RFID-LF Retrofit Costs of existing Containers Minimum 3,000 carts (does not include Tag Cost)	\$10.00	3000
GA006	Rehrig Pacific Company Purchase of RFID Reader Hardware and/or GPS systems for Commercial, Semi Automated and Fully Automated Collection Vehicles	\$13,000.00	1
GA007	Rehrig Pacific Company Lease of RFID Reader Hardware and/or GPS systems for Commercial, Semi Automated and Fully Automated Collection Vehicles (RPC to Maintain Ownership of Equipment and a three (3) year agreement is required. Only offered for qualified customers/projects)	700 per truck per month	
GA008	Rehrig Pacific Company C.A.R.T.S. (Container Asset Recovery Tracking System)-Inventory & Work Order Module	\$1000 per month	
GA009	Rehrig Pacific Company C.A.R.T.S. (Container Asset Recovery Tracking System)-C.A.R.T.S. Collection Data Tracking Module	\$300 per truck, per month	
GA010	Rehrig Pacific Company C.A.R.T.S. (Container Asset Recovery Tracking System)-C.A.R.T.S. Vehicle & Service Tracking Module (On Google Maps Platform)	\$300 per truck, per month	
GA011	Rehrig Pacific Company Rehrig Pacific ROC-95Y: 95 gallon capacity residential rollout cart for yard waste, universal dumping design, injection molded integrally molded stop bar, 10" wheels	\$75.75	108

GA012	Rehrig Pacific Company Residential mailer/survey can include website development/entries and post cards delivered and received through postal service (excluding postage) polling and compiling of responses. minimum of 2,000	4.00 per participant	2000
GA013	Rehrig Pacific Company RFID-UHF and Barcode: Quantities 1,000 - 5,000	\$2.25	200
GA014	Rehrig Pacific Company RFID-UHF Rigid Tag and/or Rigid RFID/Barcode Tag Combo for Commercial Container Application	\$25.00	200
GA016	Rehrig Pacific Company RFID/Barcode - Commercial Container Retrofit of Existing Containers in Field	\$35.00 per container. does not include tag cost	
GA017	Rehrig Pacific Company Route Audit: Update Customer Database by Recording Cart Type and Serial Number from Each House: Min 5,000 Homes	\$3.50	5000
GA019	Rehrig Pacific Company Cart Washing at Customer Facility, minimum of 100 containers to be washed at a time. Customer must provide wash area and water disposal. (Limited to areas where RPC has local resources).	\$7.00 per cart wsh	
GA020	Rehrig Pacific Company RFID System Monthly Cellular Data Charges	\$75 per month. per truck	
GA022	Rehrig Pacific Company Custom Integrations with Back Office Systems and/or Programming Fees for Specialized Projects-- Container Maintenance (for each \$12,500 per month, RPC will include one technician and one vehicle to process up to 30 work orders per day and drive up to 125 miles per day). Operations will be run out of customer facility for no additional cost and a three year contract is requested.	\$20,000 per month	
GA023	Rehrig Pacific Company Container Maintenance/Service Transaction Price in Applicable Areas (Where RPC Resources are available)	\$50 per ticket/transaction	
GA024	Rehrig Pacific Company Container Maintenance Service Day Rate in Applicable Areas - (Where RPC Resources are available)	\$1,700 per day per technician	
GA025b	Rehrig Pacific Company Rehrig Pacific ROC-95Y: 95 gallon capacity residential rollout cart for yard waste. universal dumping design, injection molded, integrally molded stop bar, 10" wheels	\$75.75	108
GA026b	Rehrig Pacific Company Residential mailer/survey can include website development/entries and post cards delivered and received through postal service (excluding postage) polling and compiling of responses. minimum of 2,000	\$4. per participant	2000