

REQUESTS FOR PROPOSALS
FOR
Compostable Kraft Yard Waste Bags

December 16, 2021

Issued by

METRO WASTE AUTHORITY
300 East Locust Street, Suite 100
Des Moines, IA 50309-1864
515.323.6502

Proposal Deadline: 4:00 pm CST, January 28, 2022

I. INTRODUCTION

Metro Waste Authority (MWA) is seeking a vendor to supply compostable Kraft yard waste bags for the Compost It! yard waste collection and composting program.

The Compost It! program, began in 1998, provides curbside yard waste collection service to the 16 Central Iowa communities of Altoona, Bondurant, Carlisle, Clive, Des Moines, Grimes, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, Runnells, Urbandale, West Des Moines, Windsor Heights, and Pella.

MWA wholesales cases of Kraft bags to stores throughout the metro area. The stores sell the bags to residents in bundles of 5 bags bound together. The bags are standard size, which are W 16 inches x H 35 inches x D 12 inches.

Bags are printed on two sides with the Compost It! and MWA logo on side A (Attachment A) and collection information on side B (Attachment B).

In the first year of the contract, MWA expects to order between 500,000 and 750,000 bags. In subsequent years, should the agreement be extended, MWA expects to order approximately 1,000,000 bags per year. **This is an estimate only.** MWA does not guarantee order quantities as part of this RFP. Currently, MWA orders a projected year's supply of bags in March or April with a schedule for delivery throughout the year. **For 2022, no order is anticipated in March due to supply currently on hand.** If needed, an additional order will be made and scheduled for shipments later in the year.

II. SPECIFICATIONS AND OPTIONS

1. General

Proposers are to provide pricing for printing on both sides of the bags.

Technical specification requirements for compostable Kraft yard waste bags follow. These specifications are for the provision of degradable Kraft paper bags to be used for containment of yard debris generated from routine residential yard maintenance. The chemical and physical properties of the bags are to be such that they will be compatible and not interfere with the mechanical and biological activities associated with a municipal yard waste composting facility. These are minimum specifications only.

All upgrade or downgrade variations, deviations, or substitutions must be clearly described. In the absence of such statements, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the supplier shall be held accountable.

Proposals shall be made on the form provided. Form A may be copied and shall be complete.

Deliveries of bags will be made to a central warehouse in Des Moines, IA. Specific delivery information will be provided at the time of order.

MWA reserves the right to accept the best proposal for MWA and its member communities and is not required to accept the lowest priced proposal. MWA also reserves the right to reject any or all proposals and will be the sole judge of what comprises the best and most advantageous product to meet the needs of MWA.

2. Technical Specifications for Kraft Yard Waste Bags

Option I

Bag Dimension: W 16 inches x H 35 inches x D 12 inches, 30-gallon capacity

Material and Construction: 2 ply, 50#/50# (equivalent 100# wet strength); inner ply, 50 percent recycled Kraft paper wet strength; outer ply, virgin Kraft paper wet strength.

Square bottom to allow bag to stand up for easy loading. Glues to be moisture resistant.

Packaging: 5 bags per package, tri-fold, strapped; 10 packages of 5 bags per carton.

Bag Printing: 1 color, 2 side, customer-supplied artwork

Option II

Bag Dimension: W 16 inches x H 35 inches x D 12 inches, 30 gallon capacity

Material and Construction: 2 ply, 50#/50# (equivalent 100# wet strength); inner ply and outer ply: virgin Kraft Paper. Square bottom to allow bag to stand up for easy loading. Glues to be moisture resistant.

Packaging: 5 bags per package, tri-fold, strapped; 10 packages of 5 bags per carton

Bag Printing: 1 color, 2 side, customer-supplied artwork

III. SAMPLES AND, INSPECTION

Proposer shall deliver a sample bag for inspection to Metro Waste Authority, 300 East Locust Street, Suite 100, Des Moines, IA 50309-1864 which shall be identical to the unit being proposed, including printing which will faithfully represent the quality available. All shipping costs for the delivery of this sample will be borne by the proposer.

IV. DELIVERY

Proposers shall specify the guaranteed delivery time from receipt of order.

Delivery time shall be considered when selecting a proposer and may be cause for selecting other than the lowest price. Compostable Kraft yard waste bag unit costs are to be F.O.B. Des Moines, IA, at a designated warehouse location in the Des Moines metropolitan area.

V. TERM OF AGREEMENT

The term of the agreement shall be one year from the date of execution and will be subject to four (4) additional twelve-month renewal options. Additional terms may be negotiated upon mutually agreeable terms. The right of MWA to extend the initial terms as set forth above does not constitute or imply any obligation to do so.

No price escalation will be allowed during the original one-year term of agreement. MWA will review fully documented requests (changes in materials and/or transportation costs) for price adjustment after the contract has been in effect for one (1) year. Failure to provide written documentation acceptable to MWA may result in the rejection of any requests. Any price adjustment will only be made at the time of contract extension and will be a factor in the extension review process. Any price adjustment will be effective upon the effective date of the contract extension.

Payment discount periods, if any, shall be computed from the date of receipt of the material or correct invoice, whichever is later, to the date MWA's warrant is mailed. Any discount provided shall be taken on the full amount of invoice. Payment discounts of 21 calendar days or more shall be deducted from the bid price in determining the lowest price.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Proposer shall submit three (3) copies of all required submission materials, including Form A (proposal and pricing for each standard size option) in an envelope clearly marked "Proposal for Compostable Kraft Yard Waste Bags." Proposal must be signed by an employee or officer having legal authority to submit proposals on behalf of the company. The entire cost of preparing and providing responses shall be borne by the proposer. Responses must contain the following items:

- Name, address, telephone number and contact person.
- Company Information with a description of the Proposer's qualifications and manufacturing capacity. Include a listing of past projects of similar conditions.
- Form A
- A draft Compostable Kraft Yard Waste Bag Agreement (Attachment C) is provided as part of this RFP. **This draft Agreement must be returned as part of the Proposal with all written comments, exceptions, and proposed alternative language taken by the Proposer to this draft Agreement clearly indicated on a marked-up copy of the Agreement.** DO NOT provide comments via a separate document. If exceptions are taken, alternate language acceptable to the Proposer must be provided. Failure to provide written comments on any part will mean the language is acceptable to the Proposer and will not be subject to negotiation. In reviewing and evaluating the proposals, MWA will take into consideration the number of exceptions to the conditions set forth in the draft Agreement as well as any additional language recommended by the Proposer. If all language is acceptable, the Proposer must provide written comment to this effect. Failure of the Proposer to provide any written comment or acknowledgement of acceptance

of the conditions of the draft Agreement will be considered non responsive to the RFP and the proposal may not be accepted.

Responses to this 2021 Request for Proposal must be received by 4:00 pm, Central Standard Time, January 28 at Metro Waste Authority, 300 East Locust Street, Suite 100, Des Moines, IA 50309. Proposals may also be delivered in person and left with the Customer Care Representative at the front desk. Proposals received after the date and time set for receiving bids will not be considered. Proposals should be addressed to:

Metro Waste Authority
Attn: Cassie Riley
300 East Locust Street, Suite 100
Des Moines, IA 50309

All questions concerning the requested proposals shall be directed in writing via email to Cassie Riley, Metro Waste Authority, E-mail cri@mwatoday.com.

MWA reserves the right to request additional information from a proposer to assist in understanding or clarifying the terms of the response.

MWA reserves the right to accept or reject any or all proposals, waive formalities in the proposals and make an award deemed to be in the best interest of MWA and its communities. Having the lowest bid does not guarantee your company to be selected for the contract.

MWA shall be able to purchase more or less than the quantity indicated subject to the availability of funds.

No proposals may be withdrawn for a period of sixty (60) days from the submission date.

VII. SELECTION CRITERIA

The award of the proposal will be made in the best interest of MWA and the participating municipalities. Review shall include the following factors:

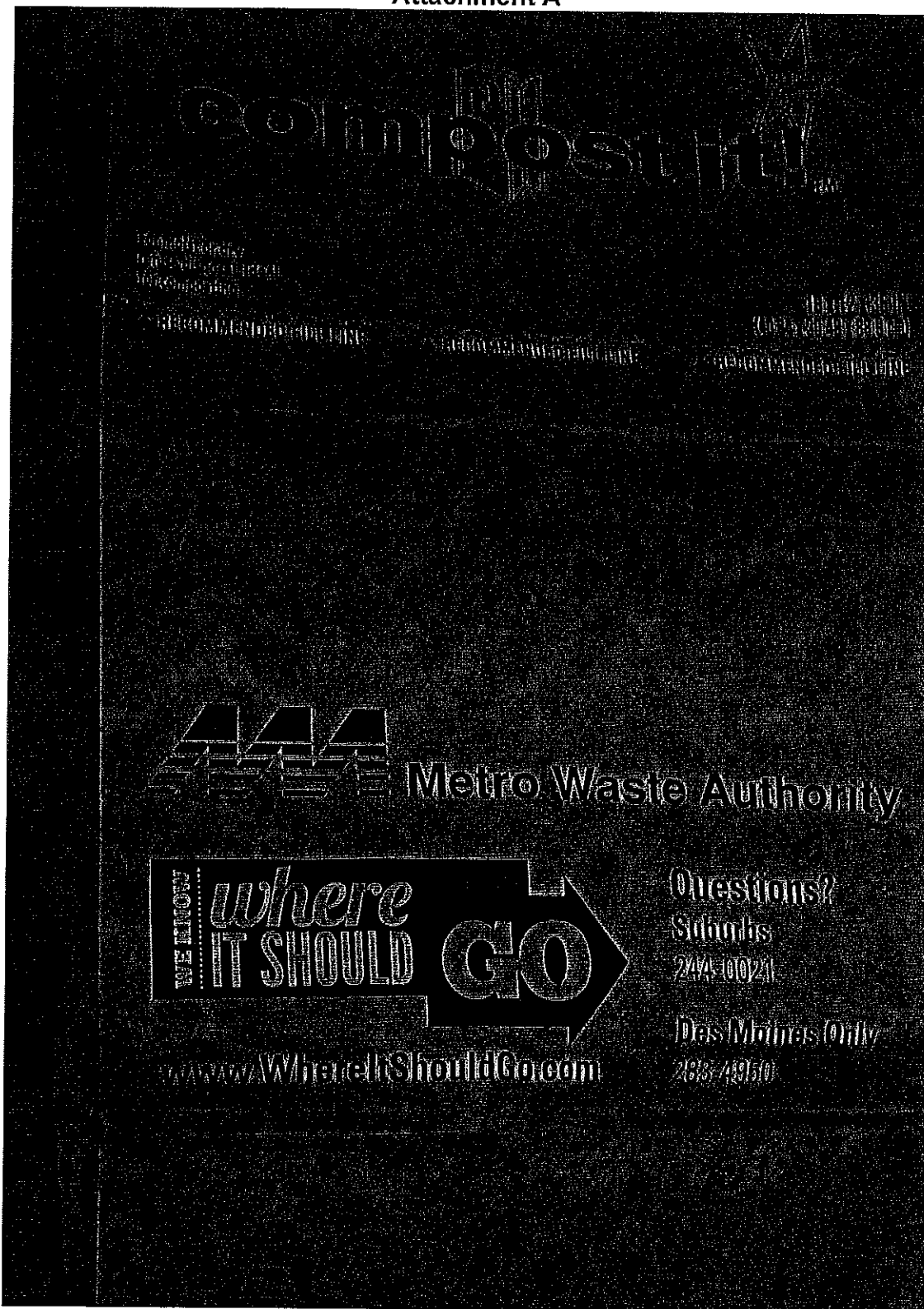
- | | |
|--|-----------|
| • Unit price proposal | 30 points |
| • Compliance with the specifications itemized in Section II of this RFP and listed on the proposal form as determined by MWA | 15 points |
| • Delivery time from receipt of order | 10 points |
| • Quality of bags/printing and warranty | 35 points |
| • Qualifications and experience of Proposer | 10 points |

VIII. TIME SCHEDULE

MWA expects the following time schedule to be in effect in the selection of a Vendor:

- Issue of Request for Proposal December 16, 2021
- Proposals Due January 28, 2022
- Selection by February 25, 2022

Attachment A



Attachment B



Attachment C

AGREEMENT FOR COMPOSTABLE KRAFT YARD WASTE BAGS

THIS AGREEMENT FOR COMPOSTABLE YARD WASTE BAGS (the "Agreement"), is made and effective as of the ___ day of _____ 2022, by and between Metro Waste Authority, a joint powers entity organized pursuant to Chapter 28E of the Iowa Code ("MWA") and _____ ("Supplier").

WHEREAS, since 1998, MWA has provided a curbside yard waste collection and composting service to the sixteen (16) Central Iowa communities via its Compost It! program;

WHEREAS, in furtherance of the Compost It! program, MWA wholesales cases of Kraft bags to retail stores throughout the metropolitan Des Moines area, who then sell the bags to customers in bundles of five (5) bags for yard waste purposes;

WHEREAS, on or about December 16, 2021, MWA issued a Request for Proposal ("RFP"), seeking a vendor to supply compostable Kraft yard waste bags for the Compost It! program;

WHEREAS, Supplier is a company that produces high quality lawn bags, and whom timely submitted a RFP to supply Kraft yard waste bags for MWA; and

WHEREAS, MWA desires to engage Supplier to provide Kraft yard waste bags for its Compost It! program.

NOW, THEREFORE, In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

The term of this Agreement shall be one (1) years from January 1, 2022, and shall remain and continue in effect unless sooner terminated pursuant to the provisions of this Agreement. The Agreement shall be subject to four (4) additional twelve-month renewal options. Additional terms may be negotiated upon mutually agreeable terms for such extension periods. The right of MWA to extend the initial terms as set forth above does not constitute or imply any obligation to do so.

2. KRAFT YARD WASTE BAGS

Supplier agrees to supply and deliver to MWA degradable Kraft paper bags ("Yard Waste Bags") to be used for containment of yard debris generated from routine residential yard maintenance during the Term period. Supplier warrants that the chemical and physical properties of the bags will be compatible and not interfere with the mechanical and biological activities associated with a municipal yard waste composting facility.

The specifications for such Yard Waste Bags shall be as follows:

| | |
|-----------------------|--|
| Material Composition: | |
| Bag Dimension: | |
| Bag Capacity: | |
| Packaging: | |
| Custom Artwork | |
| Palletization: | |
| Cases/Truckload: | |

The Yard Waste Bags supplied pursuant to this Agreement shall be identical to the unit provided to MWA as part of the RFP process, unless otherwise agreed in writing. It is mutually understood that nothing contained in this Agreement shall create an exclusive right of Supplier to supply Kraft yard waste bags to MWA.

3. ORDERING AND DELIVERY

3.01 Just-in-Time Delivery. The parties hereby agree to Supplier's "Just-in-Time" delivery proposal submitted in the RFP. Pursuant to such proposal, MWA will place purchase orders ("Purchase Order"), in full truckload increments, on or before January 15th of the term year (or, for the initial term, within 10 business days of the date MWA receives a fully executed copy of this Agreement) for the quantity of Yard Waste Bags MWA plans to purchase during the contract year. Supplier will produce the Yard Waste Bags and store the same at the manufacturer's facility. Lead-time to start production of the order is approximately three to four weeks after receipt of Purchase Order and artwork approval.

3.02 Release Order(s). After bags are produced, MWA may make release orders, in full truckload increments, for the amount of Yard Waste Bags it needs at that particular time ("Release Order(s)"). Release Orders shall be delivered to MWA, at its designated facility, within seven (7) business days of such order. The balance of the remaining quantity of Yard Waste Bags ordered via the Purchase Agreement or Supplemental Order(s) shall be released and delivered by the end of each contract year.

3.03 Supplemental Order(s). If MWA determines that it needs Yard Waste Bags in addition to those ordered via the original Purchase Order, it may place a supplemental order, in full truckload quantities, on or before August 31st of the contract year ("Supplemental Order(s)"). Any such Supplemental Order shall be priced at the same cost as the original Purchase Order and released for delivery as set forth in section 3.02 above.

3.04 Order Quantity. In the first year of the contract, MWA expects to order between 500,000 and 750,000 Yard Waste Bags. In subsequent years, should the Agreement be extended, MWA expects to order approximately 1,000,000 bags per year. However, these estimates shall not be considered a guarantee of purchase quantity and are only provided to give Supplier a general estimate of the number of Yard Waste Bags considered by this Agreement.

Minor change noted above

3.05 Risk of Loss. Title to the Yard Waste Bags covered by the Purchase Order or Supplemental Order(s) passes to MWA upon delivery of the bags to the designated delivery location. Delivery of the bags will be deemed complete when the receiving warehouse unloads and signs the paperwork of the delivering trucker. Acceptance of a delivery shall not be deemed to be an acceptance of bags capable of rejection under Section 3.06. Supplier bears all risk of loss or damage to the Yard Waste Bags until such delivery. Supplier shall not be responsible for damage to bags or delays caused directly by the warehousing entity.

3.06 Inspection/Rejection. All Yard Waste Bags are subject to MWA's right of inspection and rejection on or after the delivery date. MWA, at its sole option, may inspect all or a sample of the delivered bags, and may reject all or any portion of the same if it determines the bags are defective or otherwise do not conform to the descriptions and specifications set forth in this Agreement. Delivered bags shall be deemed defective if they are not fit for appropriate consumer use. If MWA rejects any portion of the Yard Waste Bags, MWA has the right, effective upon written notice to Supplier, to: (i) rescind the Release Order in its entirety; (ii) accept the defective and/or non-conforming Yard Waste Bags at a reasonably reduced price (e.g. MWA may agree to accept a reasonably reduced price for bags with minor printing issues); or (iii) reject the non-conforming Yard Waste Bags and require the replacement thereof.

If MWA requires replacement of non-conforming Yard Waste Bags, Supplier will, at its expense and direction, promptly replace the non-conforming Yard Waste Bags and pay for all related expenses, including, but not limited to, transportation charges for the return of the non-conforming Yard Waste Bags and the delivery of replacement bags. If Supplier fails to timely deliver replacement Yard Waste Bags, MWA may replace the non-conforming Yard Waste Bags with bags from a third party and charge Supplier the difference in the cost thereof and terminate the Purchase Order for cause.

4. PRICING

4.01 General Pricing. The parties agree that the following shall be the price per thousand Yard Waste Bags ordered and delivered F.O.B. Des Moines, IA:

| <u>Quantity</u> | <u>Cost Per Thousand</u> |
|-----------------|--------------------------|
| 250,000 | |
| 500,000 | |
| 750,000 | |
| 1,000,000 | |

The above pricing includes custom printing on the Yard Waste Bags as set forth in paragraph 5 below and shipping and delivery costs to Des Moines, IA, at the location designated by MWA.

4.02 Payment Discounts. MWA shall be entitled to a ___% discount for payments made within ___ days which shall be computed from the date of receipt of the material or correct invoice, whichever is later, to the date MWA's warrant is mailed. Any discount provided shall be in the amount of ___ percent (___%) taken on the full amount of the invoice.

4.03 Price Escalation. No price escalation will be allowed during the original one-year term of agreement. MWA will review fully documented requests (changes in materials and/or transportation costs) for price adjustment after the contract has been in effect for one (1) year. Failure to provide written

acceptable as is



Todd Sherman
Pabco Industries, LLC

documentation acceptable to MWA may result in the rejection of any requests. Any price adjustment will only be made at the time of contract extension and will be a factor in the extension review process. Any price adjustment will be effective upon the effective date of the contract extension.

4.04 Payment. Upon delivery of a Release Order, Supplier shall provide an invoice for the total amount of the delivered Yard Waste Bags. MWA agrees to submit payment for the full amount of the invoice, less any bags rejected pursuant to section 3.06 above, within thirty (30) days of receipt.

5. CUSTOM PRINTING

Supplier hereby agrees to custom print the Yard Waste Bags on two sides, with the Compost It! and MWA logo on side A (See Attachment A) and collection information on side B (See Attachment B). MWA grants Supplier the authority to utilize the Compost It! trademark for the sole purpose of printing the same on the Yard Waste Bags.

6. SUPPLIER WARRANTIES

- a. Supplier warrants that all Yard Waste Bags will be manufactured, packaged, labeled, handled, shipped and stored by Supplier or its agent in a good and workman-like manner at quality levels consistent with industry standards and in accordance with all applicable specifications, drawings, designs, samples and other requirements specified by MWA, and as agreed to in the Agreement, and will be free from any defects in material or workmanship.
- b. Supplier warrants that it has a quality management system in place to ensure the ongoing monitoring of Yard Waste Bags to be delivered to MWA. Supplier also agrees to include manufacturer and other necessary third parties who are responsible for the production/quality assurance of the agreed products, in their quality management system.
- c. Supplier warrants that the Yard Waste Bags delivered to MWA will be free and clear of any and all liens, security interests or other encumbrances.
- d. Supplier warrants that the prices set forth in section 4 of this Agreement are complete and inclusive of all charges including, without limitation, charges for shipping, packaging, labeling, taxes, insurance, storage, boxing and crating. No additional charges will be added to the price, nor will any increase in the price last quoted or charged to MWA be effective, whether due to increased materials, labor or transportation costs or otherwise, unless and until the parties renegotiate such terms as part of an extension of this Agreement.
- e. Supplier warrants that it will provide the products contemplated by this Agreement using personnel of required skill, experience and qualifications and in a professional and workmanlike manner, and will devote adequate resources and personnel to meet its obligations under this Agreement.

acceptable as is

Todd Sherman

Rabco Johnson, IL

- f. Supplier warrants that, in performing its obligations under this Agreement, Supplier will comply (and will require all of its employees and other agents involved in Supplier's performance to comply) with all applicable federal, state and local laws, codes, regulations, rules and orders, and Supplier warrants that all bags have been manufactured in compliance with the Fair Labor Standards Act and all other applicable federal, state and municipal laws, codes, regulations, rules and orders.

7. TERMINATION

MWA reserves the right to cancel all or any part of the undelivered portion of the Purchase Order and/or Supplemental Order(s) if Supplier does not provide conforming Yard Waste Bags, time being of the essence, or if Supplier breaches any of the terms hereof including, without limitation, the Warranties. MWA further reserves the right to terminate the Purchase Order and/or Supplemental Order(s) in whole or in part for convenience upon written notice to Supplier, in which event Supplier will be entitled only to reasonable termination charges consisting of actual direct costs resulting from termination. Direct costs shall be deemed to include any verifiable manufacturing costs attributable to orders placed by MWA.

8. INDEMNIFICATION

The Supplier shall indemnify, defend and hold harmless MWA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the supply, failure to supply or performance of Yard Waste Bags which are the subject of this Agreement.

9. INDEPENDENT SUPPLIER

Supplier is and shall at all times remain as to MWA a wholly independent Supplier. The personnel performing the services under this Agreement on behalf of Supplier shall at all times be under Supplier's exclusive direction and control. Supplier shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of MWA. Supplier shall not incur or have the power to incur any debt, obligation, or liability whatever against MWA, or bind MWA in any manner. No employee benefits shall be available to Supplier in connection with the performance of this Agreement. MWA shall not pay salaries, wages, or other compensation to Supplier for performing services hereunder for MWA. MWA shall not be liable for compensation or indemnification to Supplier for injury or sickness arising out of performing services hereunder.

10. LEGAL RESPONSIBILITIES

The Supplier shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Supplier shall at all times observe and comply with all such laws and regulations. MWA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Supplier to comply with this Section.

acceptable as is

11. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To MWA:

Metro Waste Authority
Attention: Cassie Riley
300 East Locust Street, Suite 100
Des Moines, Iowa 50309

To Supplier:

12. ASSIGNMENT

The Supplier shall not assign the performance of this Agreement, nor any part thereof, without prior written consent of MWA. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Supplier shall perform the services described in this Agreement.

13. GOVERNING LAW

MWA and Supplier understand and agree that the laws of the State of Iowa shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in Iowa District Court for Polk County, IA.

14. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

15. SEVERABILITY

If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein.

16. AUTHORITY TO EXECUTE THIS AGREEMENT

14



Metro Waste Authority
We Know Where It Should Go

acceptable as is

Todd Sherman

Petro Industries, Inc


The person or persons executing this Agreement on behalf of Supplier warrants and represents that he/she has the authority to execute this Agreement on behalf of the Supplier and has the authority to bind Supplier to the performance of its obligations hereunder.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

[INTENTIONALLY LEFT BLANK]

acceptable as is



Todd Sherman

Pabco Industries, Inc

IN WITNESS WHEREOF, we, the undersigned, by our duly authorized agents, affix our signatures as of the date first written above.

METRO WASTE AUTHORITY

By: Michael McCoy, Executive Director

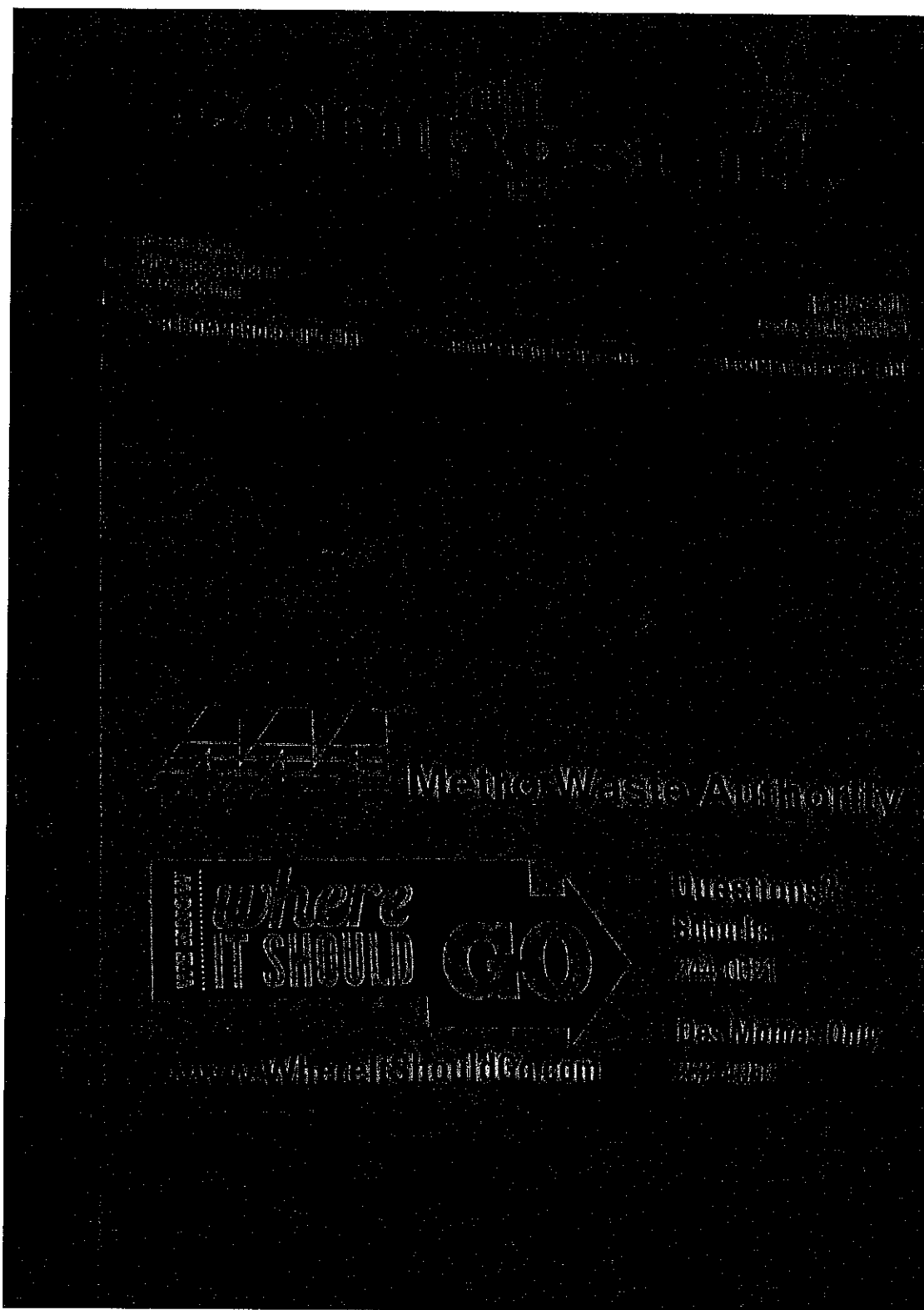
SUPPLIER

By:

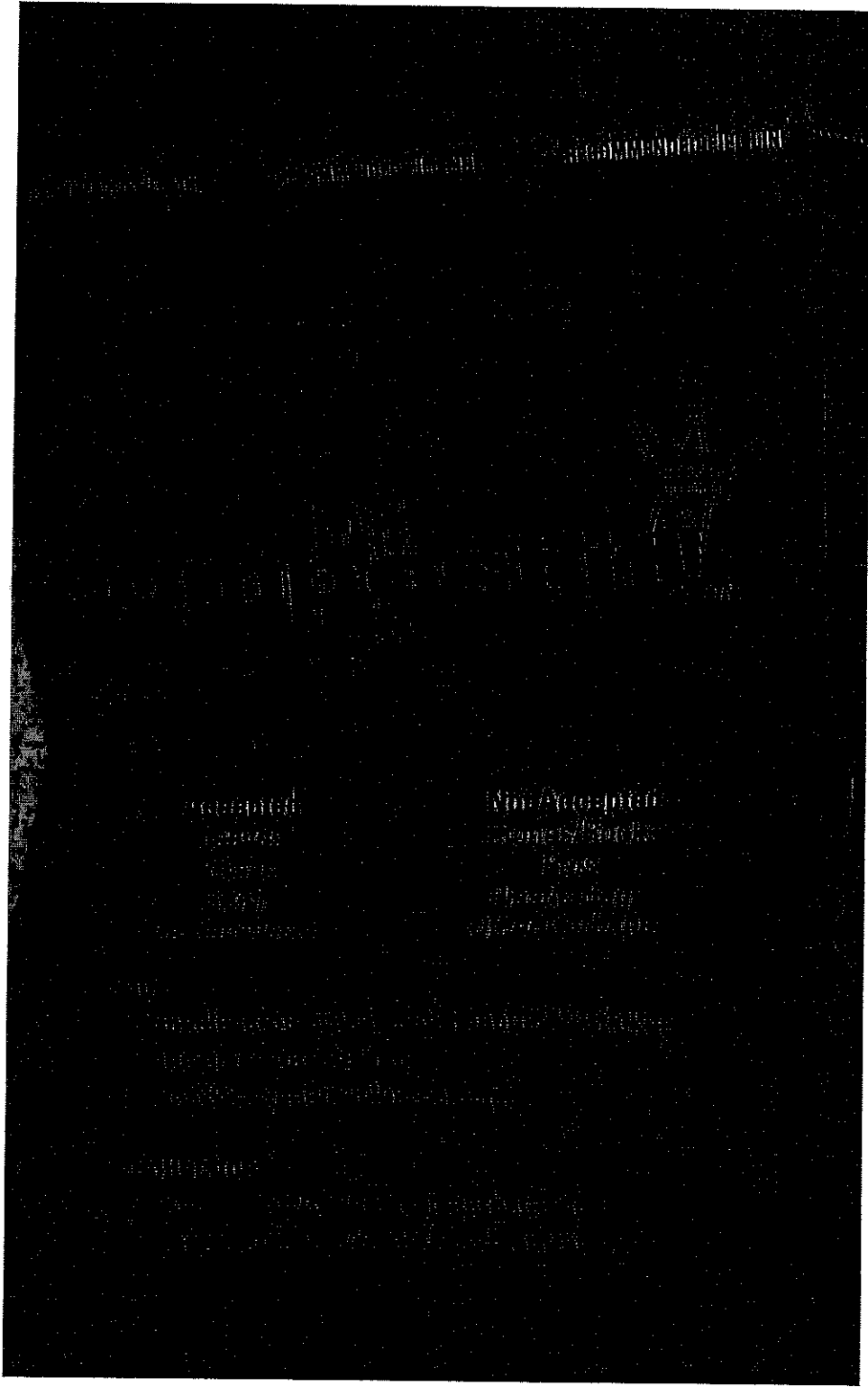
acceptable as is

[Signature]
Jodd Sherman
Pabco Industries, Inc

ATTACHMENT A



ATTACHMENT B



Form A
PROPOSAL SHEET
COMPOSTABLE KRAFT YARD WASTE BAGS
Standard Size

Company Name: Pabco Industries, LLC
Contact Person: Todd Sherman
Address: 166 Frelinghuysen Ave, Newark, NJ 07114
Telephone: 973-242-2200
Email: Service@Pabco.com

The above-named company agrees, if selected by MWA, to supply and deliver compostable Kraft yard waste bags with the attached specifications. The term of the agreement shall be one year from January 1, 2022, and will be subject to four (4) additional twelve-month renewal options. Additional terms may be negotiated upon mutually agreeable terms. The right of MWA to extend the initial terms as set forth above does not constitute or imply any obligation to do so.

Standard Size Option: II

Bag Dimensions: W 16 inches x H 35 inches x D 12 inches

Bag Capacity: 30 U.S. gallons

Material Composition: 2ply's of 50# wet strength virgin kraft paper

Packaging: Tri-folded 5-packs strapped. 10ea 5-packs per carton

Dimensions of space available for printing: 14" W x 32" L on both sides

Palletization: Pallet size: 40x48 (approx), Pallet height: 50"

27 cases per pallet, 9 cases per layer, 3 layers high

Cases/Truckload: 52 pallets x 27 cases = 1404 total cases per truckload

Specifications if different from the required specifications contained in Compostable Kraft Yard Waste Bag Proposal:

Form A
PRICING SHEET
COMPOSTABLE KRAFT YARD WASTE BAGS
Standard Size

All prices should be on a delivered basis, F.O.B. Des Moines, IA.

| QUANTITY | | COST PER THOUSAND |
|-----------|---------------------------|-------------------|
| 250,000 | 280,800 = 4 Truckloads | <u>\$ 556.60</u> |
| 500,000 | 561,600 = 8 Truckloads | <u>\$ 551.00</u> |
| 750,000 | 772,800 = 11 Truckloads | <u>\$ 547.60</u> |
| 1,000,000 | 1,053,000 = 15 Truckloads | <u>\$ 542.00</u> |

Additional Charges for 1-sided, 1-color,

Custom Printing of Bags: Included

Additional Charges for 2-sided Custom Printed Bags Included

Additional Shipping and Handling Costs

if not included in Unit Cost: N/A

Surcharges, if any: N/A

Formula for Price Increases Price Increases will be based on The current market pricing for manufactured paper bags and raw paper costs at time of Renewal

Payment Discounts: 2% 21 / Net 30

Other Discounts, if any: None

Length of time committed for firm pricing: Jan 1 - Dec 31 per The RFP

Authorized Signature: [Signature]

Print: Todd Sherman

Date: 1/26/22

Warranty

Include specific information on warranty provisions, disposition of defective or poor quality bags, and credit, refund or replacement terms.

Full Credit will be issued for defective bags by Pabco. Novolex / Duro Bag co. will replace any defective merchandise promptly.

Who shall have the responsibility for taking corrective actions should the product prove defective or of less quality than detailed, i.e., does responsibility lie with the manufacturer or supplier?

The Manufacturer (Novolex / Duro Bag co.) will take corrective action should the product prove defective. If any problems should arise contact Todd Sherman @ Pabco 913-242-2200 or Tsherman@Pabco.com

Manufacturer: Novolex / Duro Bag co.
Plant of Origin: Florence, KY
Plant Contact Person: Name: Stew Gully
Phone: 859-446-9304
Delivery: as stated in draft agreement days from receipt of order

Just in Time Delivery? Yes No

Name of Company: Pabco Industries, Inc.
Print Name

Authorized Signature: [Signature]
Todd Sherman

January 26, 2022

**Metro Waste Authority
300 East Locust Street
Suite 100
Des Moines, IA 50309
Attn: Cassie Riley**

Re: Qualifications

Dear Cassie,

We have supplied the Metro Waste Authority through various contracts of paper yard waste bags. In our initial RFQ with MWA 15 Years ago, we had proposed multiple money saving opportunities. Those included eliminating the flyer and offered to print the information directly on the bags instead. In addition, we had also proposed the just-in-time delivery option to significantly reduce your warehousing and storage costs.

Pabco Industries, LLC has been supplying paper lawn and leaf bags for government & municipal leaf programs for over 34 years. Our customers are located throughout the country. We have had a long standing relationship with our manufacturer Duro Bag, who now operates as a division of Novolex. As one of the largest manufacturers of lawn & leaf bags in the industry, Duro Bag manufactures millions bags a year and supplies leaf bags to many large retail outlets. Duro maintains multiple large scale warehouses to fulfill the needs of MWA.

Sincerely,



Todd Sherman