

ADDENDUM TO PURCHASE ORDERS

THIS ADDENDUM TO PURCHASE ORDERS ("Addendum or Agreement") is entered into on the date of the Purchase Order ("Effective Date") between the **CITY OF HOUSTON, TEXAS** ("City"), a home-rule city of the State of Texas, and **REHRIG PACIFIC COMPANY** ("Vendor") doing business in Texas.

1. This Addendum/Agreement and any issued Purchase Orders are issued in connection with the City's purchase of waste carts, recycling carts, cart parts, and related products and services as requested by the City of Houston's Request for Proposal (RFP), Doc1326388520, including all its appendices and exhibits. RFP Doc1326388520 and vendor's response to the RFP are incorporated into this agreement. The RFP was advertised in accordance with the State of Texas bid laws.
2. **Participating Public Agencies:** Subject to the vendor's agreement, this agreement may be utilized by other public agencies, political subdivisions, or entities authorized by law to make purchases under cooperative purchasing agreements. Such use shall be at the discretion of the vendor and shall be in accordance with the terms and conditions of this contract, including pricing, unless otherwise agreed to in writing by the parties. The City of Houston shall not be responsible for any purchases made by other public agencies under this contract. Each participating agency shall be responsible for its own purchases, payments, and compliance with applicable laws and regulations.

Use of the Agreement by any Public Agency is preceded by their registration with Innovative Government Services Association (IGSA), who provides the GovMVMT Purchasing Cooperative (herein "GovMVMT") as a Participating Public Agency in the GovMVMT Purchasing Cooperative program. Information available at www.govmvmt.org.

Registration is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA). MICPA outlines the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of MICPA is attached as 'Exhibit D'.

By using the Master Agreement, any such Participating Public Agency agrees that it is registered with GovMVMT, whether pursuant to the terms of the MICPA or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier(s) and the Lead Public Agency will be the same as that available to Participating Public Agencies through GovMVMT.

3. **Terms and Conditions:** All purchases made and services rendered under this addendum shall be governed by the terms of the original purchase order as identified at:
<https://www.houstontx.gov/bizwithhou/TandC.html>.

4. **Time Extensions:** If vendor requests an extension of time, then the Chief Procurement Officer (CPO), may, in his or her sole discretion, extend the time so long as the extension does not exceed 120 calendar days. The extension must be in writing, but does not require an amendment of this Agreement.
5. **Drug Abuse Detection and Deterrence:** It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by vendors while on City Premises is prohibited. Vendor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Vendors, Executive Order No. 1-31 (the "Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.
6. **Conflicts of Interest:** If an actual or potential conflict arises between the City's interests and the interests of other client(s) vendor represents, vendor shall immediately notify the CPO in writing. If the Director consents to Vendor's continued representation of the other clients, he or she shall notify Vendor in writing. If the Director does not issue written consent within 3 business days after receipt of Vendor's notice, Vendor shall immediately terminate its representation of the other client whose interests are or may be in conflict with those of the City.
7. **Additions and Deletions:** Subject to the allocation of funds, the CPO may add similar equipment, supplies, or services, within the scope of this Agreement, to the list of equipment, supplies, or services to be performed or provided by giving written notification to vendor. As of the effective date, each item added is subject to this Agreement, as if it had originally been a part, but the charge for each item starts to accrue only on the effective date. In the event the additional equipment, supplies, or services are not identical to the items(s) already under this Agreement, the charges therefor will then be vendor's normal and customary charges or rates for the equipment, supplies, or services.
8. **Changes:** At any time during the Agreement Term, the CPO may issue a Change Order to increase or decrease the scope of services or specifications as he or she may find necessary to accomplish the general purposes of this Agreement. Vendor shall furnish the goods and/or services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
9. **Payment Terms:** Subject to all terms and conditions of this Agreement, the City agrees to pay for the services described in the RFP response that are rendered by vendor based upon monthly invoices showing the number of individual purchases and related services performed at the rates set forth. Vendor must submit all invoices through the City's supplier management portal, SAP Business Network, as directed by the CPO, unless the Parties agree to another method in writing signed by vendor, and the CPO.
10. **Early Payment Discount:** The City of Houston's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code, Ch. 2251). However, the City will pay in less than 30 days in return for an early payment discount from vendor as follows:

Payment Time - 10 Days: 2% Discount

Payment Time - 20 Days: 1% Discount

If the City fails to make a payment according to the early payment schedule above, but does make the payment within the time specified by the Prompt Payment Act, the City shall not receive the discount, but shall pay no other penalty. When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following Business Day.

11. **Price Increase:** For purposes of this paragraph, "Contract Year" means a twelve (12) month period during the term of the agreement commencing on the Effective Date of this Agreement and each anniversary thereof. Beginning in the second Contract Year and in each subsequent Contract Year, vendor may request consideration of an increase in its prices by submitting a written request to the CPO. To support its request, vendor must include current written documentation from a relevant nationally recognized index detailing the rationale for the adjustment. If the identified index returns to the previous level, the City will return the pricing to the original values. The request must be signed by the person who signed this Agreement or that person's successor. No increase shall be effective until approved in writing by the CPO.
12. **Agreement Term:** This Agreement is effective on the Effective Date and shall remain in effect for five (5) years, unless sooner terminated under this Agreement (the "Initial Term"). Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for five (5) successive 1-year terms on the same terms and conditions. If the CPO chooses not to renew this Agreement, he or she shall notify vendor of non-renewal at least 30 days before the expiration of the then-current term.
13. **Termination:** The CPO may terminate this Agreement at any time by giving 30 days' written notice to Vendor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.
14. **Written Amendment:** Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of a motion adopted by the City Council) and vendor. The CPO is only authorized to perform the functions specifically delegated to him or her in this Agreement.
15. This Addendum shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this Addendum shall lie exclusively in Harris County, Texas.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

REHRIG PACIFIC COMPANY

Signature:  Eric Chambers

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Printed Name: Eric Chambers

Title: Vice President of Sales

Date: 11/19/2025

CITY OF HOUSTON

Signature:  Jedediah Greenfield

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Printed Name: Jedediah Greenfield

Title: Chief Procurement Officer

Date: 11/21/2025

EXHIBIT D
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is entered into by and between those certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) who register to participate in the GovMVMT Purchasing Cooperative on the GovMVMT website (<https://www.govmvmt.org/>).

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services to the applicable Lead Public Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Public Agencies through GovMVMT Purchasing Cooperative and provide that Participating Public Agencies may purchase Products and Services at the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable Federal laws, local purchasing ordinances and laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost; and

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. Each party will facilitate the cooperative procurement of Products and Services.
2. The procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations, that govern each party’s procurement practices.
3. The cooperative use of Master Agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the Master Agreement, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. The Lead Public Agencies will make available, upon reasonable request, information regarding the Master Agreement which may assist in improving the procurement of Products and Service by the Participating Public Agencies.
5. The Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment,

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Participating Public Agency and Contract Supplier.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar Products or Services. Master Agreements may be structured with not-to-exceed pricing, in which case the Contract Supplier may offer the Participating Public Agency and the Participating Public Agency may accept lower pricing or additional concessions for purchase of Product and Services through the Master Agreement.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. The Lead Public Agency or any other party shall not be liable in any manner for any violation by the Participating Public Agency, and, to the extent permitted by applicable law, the Participating Public Agency shall hold the Lead Public Agency and any other party harmless from any liability that may arise from the acts or omissions of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of the Agreement shall survive any such termination.
10. This Agreement shall be effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration on the GovMVMT website, as applicable.

MOTION NO. 2025 0852

MOTION by Council Member Castex-Tatum that the recommendation of the Chief Procurement Officer, for approval of purchase of Waste Carts, Recycling Carts, Cart Parts and Related Products and Services for the Solid Waste Management Department, P26-Doc1326388520, be adopted, and said purchase from Rehrig Pacific Company, for a five (5) year term with five (5) one-year options to renew, in the total amount of \$15,000,000.00, is hereby approved by City Council.

Seconded by Council Member Peck and carried.

Mayor Whitmire, Council Members Peck, Jackson, Kamin, Evans-Shabazz, Flickinger, Thomas, Huffman, Castillo, Martinez, Pollard, Castex-Tatum, Ramirez, Davis, Carter, Plummer and Alcorn voting aye
Nays none

PASSED AND ADOPTED this 10th day of December, 2025.

Pursuant to Article VI, Section 6 of the City Charter, the effective date of the foregoing motion is December 16, 2025.



Troy H. Lollar
City Secretary