



Solicitation Number: RFP #092922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Monroe Towmaster, LLC, 61381 US Highway 12, Litchfield, MN 55355 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Trailers with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

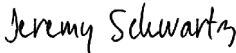
22. CANCELLATION

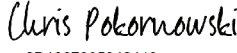
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Monroe Towmaster, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
12/15/2022 | 12:18 PM CST
Date: _____

DocuSigned by:

By: 2D1867985342442...
Chris Pokornowski
Title: Sales Manager
12/19/2022 | 8:22 AM CST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
12/19/2022 | 8:28 AM CST
Date: _____

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Monroe Towmaster, LLC
Does your company conduct business under any other name? If yes, please state: Towmaster
Address: 61381 US HWY 12
LITCHFIELD, MN 55355
Contact: ANNA JOHNSON
Email: anna@towmaster.com
Phone: 320-220-2333
Fax: 320-693-7921
HST#: 82-0764798

Submission Details

Created On: Monday August 29, 2022 13:41:22
Submitted On: Thursday September 29, 2022 14:45:38
Submitted By: ANNA JOHNSON
Email: anna@towmaster.com
Transaction #: 330e49d9-2fcc-46a5-88b9-7a96cac1cd66
Submitter's IP Address: 66.103.181.84

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MONROE TOWMASTER, LLC.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	TOWMASTER
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	TOWMASTER, TOWMASTER TRAILERS, Monroe Towmaster, Monroe Towmaster LLC. Our Parent Organization is Aebi Schmidt North America.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	080650105
5	Proposer Physical Address:	61381 US HIGHWAY 12 LITCHFIELD, MN 55355
6	Proposer website address (or addresses):	www.towmaster.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chris Pokornowski 61381 US HIGHWAY 12 LITCHFIELD, MN 55355 320-593-4563 chris@towmaster.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	ANNA JOHNSON SENIOR CUSTOMER SERVICE SPECIALIST 61381 US HIGHWAY 12 LITCHFIELD, MN 55355 320-220-2333 anna@towmaster.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	BOB PACE SALES COORDINATOR 61381 US HIGHWAY 12 LITCHFIELD, MN 55355 320-535-0327 bob@towmaster.com RYAN KRAL WARRANTY/SERVICE MANAGER 61381 US HWY 12 LITCHFIELD, MN 55355 320-593-4543

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Towmaster Trailers has been producing equipment trailers since the late 1960's. We first started producing trailers on a farm site just outside of Grove City, Minnesota. At that time, the main product line was skid steer attachments. However, customers began inquiring about the trailers we used to transport attachments and that grew into a business of its own. In 1978 we started full-time production of trailers. In 1994, we separated the trailer business and attachment business and relocated the trailer division to its present location in Litchfield, Minnesota. In 2008 we found it necessary to expand our production facility to increase output. During this period of expansion, we also added municipal truck bodies to our production capabilities. In April of 2017, Towmaster was acquired by Monroe Truck Equipment based in Monroe, Wisconsin. Monroe Truck Equipment produces several types of truck bodies, snow and ice equipment as well as performing chassis upfitting. The alliance between Towmaster and Monroe has increased our number of production facilities to seven with locations in Minnesota, Wisconsin, Michigan, Illinois, and Kentucky. In 2022 Monroe Towmaster, LLC was purchased by Aebi Schmidt Group which is the world's largest and oldest manufacture of municipal maintenance equipment. Towmaster has earned the reputation of being a top-tier trailer manufacturer because our trailers are strong, reliable, and easy to maintain. They are also backed by an industry leading limited lifetime frame warranty. We work hard to earn our consumers trust so they keep coming back to us for their future needs. Our customer service is topnotch, and our team has a wealth of knowledge about our trailers and the trailer industry. It is not uncommon for our trailers to be on the road for over twenty years.</p> <p>A copy of our Parent Organization, Aebi Schmidt's, Core Values, Mission Statement and Code of Conduct are included in the supporting document section.</p>	*
11	What are your company's expectations in the event of an award?	<p>Towmaster will provide excellent customer service, top-tier production, and an industry leading warranty to the prospective customer. In the near future, Towmaster Trailers would like to double the number of Sourcewell orders we produce and then continue to work toward greater increases beyond that. Towmaster Trailer's has aggressive revenue goals. To help reach those goals, our plan is to increase business with non-profits, schools, and government entities. We will offer our product line-up to all Sourcewell members and all non-members who are actively becoming Sourcewell members. Our team wants Sourcewell members to get the trailers they need and want and to not go strictly off pricing. Towmaster will promote Sourcewell on our website and in our literature. We will have our dealers do the same using the Sourcewell logo and number.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Parent Organization Aebi Schmidt's 2021 Annual Report, Aebi Schmidt Group Sustainability Report (Production) 2020, Aebi Schmidt Group Sustainability Report (Sales & Distribution) 2020, Aebi Schmidt Company Values, and Vision-Mission Statement are all attached in the supporting documents section.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>We have an estimated 17.2% market share of towable equipment/utility trailers in national rental accounts. Over the past three years, specific "branded" national rental accounts have equated to approximately 66.3% of market share for towable equipment/utility trailers. Our Municipal market is an estimated 22.5% of market share.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Current sales in Canada are marginal. However, Towmaster believes that our association with Sourcewell will launch us into the Canadian market and help us become a source for top-tier trailers throughout Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Towmaster has never petitioned for Bankruptcy.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Towmaster would be best described as a trailer manufacturer. We have four Regional Sales Managers, and in each of those regions we also have an Inside Sales Specialist. All of our sales team members are direct employees of Towmaster. We work with our dealer network which is all third party. Our dealer partners represent Towmaster Trailers in their specific locations(s). Our dealer network provides us broad distribution capabilities throughout the Continental United States and Canada.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Certificates and Licenses: State of Nebraska Manufacture License NO. MF-00687 State of California Vehicle Manufacture License No. 36236 Louisiana Motor Vehicle Commission Recreational Product Manufacture License No. RM-2016-00332 State of Minnesota Dealer License Certificate Dealer Number DLR21990 State of Kansas 1st/2nd Stage Manufacture Dealer Number D-6030 Arizona Department of Transportation Manufacture in MVD County License number L00000677 State of Washington Business License Vehicle Manufacture number 8693 Unified Business ID#602516119 Commonwealth of Virginia Department of Motor Vehicles Certificate number 17158-1-I-0-37596 Licensed Manufacture State of Colorado License number 37294 Motor Vehicle Manufacturer Idaho Department of Transportation Manufacture/Distributor License. License number 9728-0 State of Connecticut Department of Motor Vehicles Manufacture License. License number M0939 National Association of Trailer Manufactures, Towmaster Inc. Manufactures Trailer in compliance with NATM Certificate and a Member of NATM Minnesota Pollution Control Agency Hazardous Waste Generator License MN0000374579 Minnesota Pollution Control Agency Industrial Storm water Multi-Sector General Permit MNR050000 Permit ID Number MNR053BBJ</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Towmaster Trailers has never been suspended or debarred.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>National Association of Trailer Manufacturers (NATM) Compliance Program Association of Equipment Distributors (AED) American Rental Association (ARA) 30 Years 2020</p>	*
20	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>2020-2022YTD is an estimated 11.2%</p>	*
21	<p>What percentage of your sales are to the education sector in the past three years</p>	<p>2020-2022 YTD is an estimated 1.2%</p>	*
22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Minnesota State Trailer Contract 2020-2022 YTD \$1,665,614.20 Ohio State Contract 2020-2022 YTD \$509,225 South Carolina State Contract 2020-2022 YTD \$141,250 Florida Sheriffs Contract 2020-2022 YTD \$752,325 Florida State Contract 2020-2022 YTD \$158,695 The Sourcewell Contract is now the majority of our government sales 2020- 2022 YTD \$5,716,547.60</p>	*
23	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Towmaster Trailers does not currently hold any GSA contracts, standing offers or supply arrangements.</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Rappahannock Electric Cooperative	Frank Jerow	804-632-5508	*
Horry County School District	Charles Gore	843-915-8448	*
County of Sacramento	Ronald Wirth	916-875-4783	*
City of Litchfield Public Works	Mario Provincher	320-221-0700	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
MN DOT	Government	Minnesota - MN	Detach trailers, Drop Decks, Deck overs, Deck over tilts, Drop deck tilts	Anywhere from \$6,500 to \$100,000 per trailer	\$565,925 This does not include our Truck side or Pup trailers.	*
CLARK COUNTY	Government	Nevada - NV	Deck Over, Deck Over Tilt, Drop Deck Tilt, Drop Deck trailers.	Anywhere from \$8,000 to \$36,000 per trailer	\$247,491	*
COLORADO SPRINGS UTILITY	Government	Colorado - CO	Deck over, Drop Decks, Deck Over, Deck Over tilts, Drop Deck Tilts	Anywhere from \$7,000 to \$38,000 per trailer	\$335,255	*
CONNEXUS	Non-Profit	Minnesota - MN	Deck over trailers, drop deck trailers	Anywhere from \$11,000-\$30,000 per trailer	\$179,054	*
DENVER	Government	Colorado - CO	Deck overs, Deck over tilts, Drop deck tilts and drop decks	Anywhere from \$3,500 to \$45,000 per trailer	\$247,298	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Towmaster Trailers has four Regional Sales Managers across the United States working directly with our dealer network. The Regional Sales Managers work with three internal salespeople who help with the quoting process and customer service. Our organizations sales force is not limited to just the Towmaster Trailer Team. Between the Monroe Truck Equipment, Swenson Spreader, LLC, Meyer Products, LLC, M-B Companies, Inc., Aebi Schmidt Canada, and the Monroe Towmaster Truck Division, we have an additional thirty-three outside salespeople across the United States and Canada as well as twenty-three internal sales support people.	*
27	Dealer network or other distribution methods.	Towmaster has thousands of dealers located throughout the United States, including Alaska, Hawaii and the U.S. Island territory of Guam. Towmaster also has dealers located throughout Canada and we have also shipped trailers into Aruba and Chile.	*
28	Service force.	Our Service & Warranty team is made up of one Trailer Division Service and Warranty Manager and one Truck Division Service and Warranty Manager. They both work in cooperation with our Parts Manager and one parts sales team member. In addition, our Parent Company Aebi Schmidt has fifteen field service technicians to support our organization.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The Sourcewell Member or potential member can contact Towmaster direct with questions or for pricing. The member can get a quote directly from Towmaster, but the quote will not include freight, delivery prep and/or delivery fees on it. The Towmaster team will give the member the names of our best dealers in their vicinity. The member would then contact the authorized Towmaster dealer to complete the quoting process where they will receive freight, delivery prep and/or delivery fees. Upon receiving a complete quote from a dealer, it is up to the member to place an order with the dealer. That dealer then provides Towmaster with a dealer purchase order. Once the order has been placed with Towmaster, an order acknowledgment will be developed that includes an estimated completion date and trailer serial number on it.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Towmaster realizes that great customer service and support is key to getting repeat business. Our mission is to provide the best customer support throughout the entire cycle of quoting to owning a Towmaster Trailer. Our first line of support for a Sourcewell member is going to be an adequately trained dealer network. We take pride in our industry leading dealer training program that we conduct at our dealers' locations or on-site at our Towmaster manufacturing facility. A trained dealer network helps insure the Sourcewell member will get the help and support they need. Members or dealers can contact our corporate office Monday through Friday between 7AM and 5PM central time. Our departments work together as one team to identify and satisfy the needs of Sourcewell members, customers, and dealers. Our sales teams work directly with our Engineering Department to determine what model of trailer and payload capacity is needed as well as troubleshooting issues with a particular trailer. We value our customers and know that they are our top priority.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Towmaster has a large dealer network that we are continuously and strategically expanding to provide even greater access to Towmaster Trailers. We strive to have numerous options for members looking for new trailers, trailer service, parts, and warranty. We are willing to work one-on-one with Members throughout the Continental United States to guide them through the process and to help with any questions.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Towmaster needs more members to purchase through dealers in Canada. We would like to get more product there to be able to have more of a market share. Towmaster is very interested in working with Canoe Procurement Group of Canada to grow business in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will provide full service throughout the United States and Canada. There will be no issues.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no issues. We will provide all Sourcewell entities the ability to purchase off of Towmaster's contract throughout the Continental United States and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions. We have dealers in Hawaii, Alaska, and Guam Those dealers will provide the member with sales, service and warranty.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Once awarded, Towmaster will schedule sales meetings to train the inside and outside sales personal; this will include pricing, bidding processes and other procedures. The sales team will provide the tools to communicate with our network of dealers active Members and agencies who want to become members of Sourcewell to ensure the success of the contract throughout the United States and Canada.</p> <p>Towmaster plans to use the current marketing strategy, i.e. literature and website. We also plan to provide one on one training with our dealer network using our Regional Sales Managers.</p> <p>On our website we plan to have the Sourcewell logo in all high-traffic areas. We will create a dedicated page on the website to have all the important information for the Sourcewell Members. From the website they will be able to get in contact with Towmaster's point-of-contact for Sourcewell by email or phone. If the Member is interested in receiving emails from Towmaster about Sourcewell and new products coming out we will also provide them.</p> <p>Our dealer network will be given an email from Towmaster that will help promote and explain Sourcewell to its members.</p> <p>Towmaster will use the social media platforms; Instagram, LinkedIn, YouTube, and Facebook that we will add the Sourcewell logo to and keep Members updated on what is going on with Sourcewell and Towmaster as a team.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Towmaster uses social media such as Facebook, LinkedIn, Instagram, and YouTube as avenues to connect with customers about new products, instructional videos, as well as information about how to find Towmaster throughout our dealer network. Towmaster is also the only trailer manufacturer that has its own smartphone app that offers detailed product information, product photos, links to our website, and links to our social media posts. Our app also provides an eco-friendly paperless capability to share brochures, and other information directly from the app.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell can help Towmaster promote the contract by informing existing members of new contracts and products; and informing Members of the newly rewarded vendors. They can also help the vendors by providing marketing information that can be shared out through the variety of communication channels. Throughout the length of the contract, Towmaster's sales team will regularly communicate with our dealer network to promote Sourcewell pricing. Doing so will help remind our dealers to also promote Sourcewell when communicating with governmental agencies.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Towmaster Trailers is developing e-commerce access to an online parts store, and a trailer configurator so trailer dealers and Sourcewell Members can build, price, and order a trailer right through their own device.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Towmaster's Regional Sales Managers provide our dealers with free standard product training. Towmaster will also provide an optional free product training to member entities upon request. Typically, this training consists of an informative product overview, product walk-around, and product instructions. This training can also be structured to meet the specific entities requirements.
41	Describe any technological advances that your proposed products or services offer.	Towmaster Trailers Engineering Department uses SOLIDWORKS Computer Aided Drafting System to design each trailer. They also utilize Finite Element Analysis (F.E.A.) calculations and simulations to predict how a trailers structural components could react to various physical and loading conditions.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Towmaster has implemented green initiatives to include, utilization of non-toxic or less-toxic substances, recycling, laundering service including the use of cloth roll-towel dispensers rather than paper towel dispensers, water efficient toilets, energy efficient LED light bulbs, laser material cutters to reduce waste during production, and rechargeable electric delivery carts to transport parts, supplies, and equipment throughout our manufacturing facility.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Towmaster does not have any third-party issued eco-labels, ratings or certifications for the equipment that is included in this proposal.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Towmaster Trailers does not carry any WMBE, SBE or veteran owned business certifications. Towmaster does have dealers that carry WMBE, SBE or veteran owned business certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Towmaster trailers are engineered and manufactured with safety and durability as a top priority. Towmaster Trailers Engineering Department uses SOLIDWORKS Computer Aided Drafting System to design each trailer. They also utilize Finite Element Analysis (F.E.A.) calculations and simulations to predict how a trailers structural components could react to various physical and loading conditions. Our Production Team uses top grade first run mill T-1, Grade 80 and Grade 50 steel on all critical frame components rather than recycled or lower grades materials. Doing this ensures structural integrity in not just the frame but all frame and cross-member components. We use name brand, top-tier OEM products such as Lippert Axles, Hutchens Suspension, PPG Paint and Peterson LED lights. These products are time tested and have proven their value in the trailer industry. Using these components establishes Towmaster Trailers as a top-tier trailer manufacturer and ensures Sourcewell members are getting the quality, durability, and safety they desire.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Our warranty covers, (but is not limited to), Towmaster manufactured components such as the trailer frame and cross-members. Towmaster also works with our axle, suspension, and paint suppliers to ensure all OEM warranty claims are taken care of. A copy of our full warranty is included in the document submission section.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Towmaster's warranty information including limitations and restrictions is outlined in the warranty documents provided in our response. Towmaster's warranty does vary by trailer category.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty coverage does include travel time. Mileage is not included.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Towmaster has authorized dealers repair coverage and independent repair facility coverage throughout the Continental United States and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Towmaster provides the member with a single point of contact for the processing all warranty claims. The warranties are all based on the original manufacturer of the specific equipment.
51	What are your proposed exchange and return programs and policies?	Our obligation under our warranty is to repair or replace, at no cost to the end user, any warrantable part proven defective within the time limit of our warranty at our factory or at an Authorized Towmaster Dealer. Trailers are not eligible for return or exchange. Part returns or exchanges are accepted. A copy of our full warranty is included in the document submission section.
52	Describe any service contract options for the items included in your proposal.	Towmaster does not offer any service contracts. Any service contract options would be offered independently through an authorized dealers within our dealer network. Members would need to contact their local dealer to make an inquiry.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment is made directly to the authorized Towmaster dealer where the trailer was purchased. Our terms are Net 30 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Typically, payment is made directly to the authorized Towmaster dealer where the trailer was purchased. Financing availability and programs vary by dealer. For example, a Trailer can be financed through Caterpillar Construction dealers by a program called CAT Financial. Through our Parent Company, Aebi Schmidt, Towmaster has access to financing and leasing options for customers from Alliance Funding Group. The Alliance Funding Group program is for transactions from \$300,000 dollars to \$25 million dollars. Flexible repayment terms range from 24 to 96 months on loans and leases, and smaller loans from \$5,000 dollars to \$250,000 with repayment terms of 3 to 18 months. Towmaster is also exploring NCL Government Capital as a solution for financing. Specifically, we are interested in their equipment financing programs.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The Member or potential Member can contact Towmaster directly for all questions pertain to the contract. Towmaster will provide the necessary quoting to the member. The member will develop a Purchase Order made directly to the authorized Towmaster dealer. The dealer will provide Towmaster with a copy of the Members Purchase Order. Towmaster will ship the trailer directly to the dealer. The dealer will perform a pre-delivery inspection. The dealer will deliver to the Member location or the Member can decide to pick up their trailer at the dealership. The dealer will invoice the Member. Towmaster will use company software system to generate the required reporting for sales to Sourcewell. In addition, we will use the actual Member Purchase Order as a "check" system to ensure 100% accuracy with the reporting. A Standard Transaction Document in the form of a Sourcewell quote can be found in our attached documents.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The P-Card procurement payment process will not be accepted for items proposed for this contract.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Towmaster will be offering a percentage of discount from the list price for all items proposed to Sourcewell Members.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Towmaster is offering a 16% discount off of MSRP. See attachment for pricing.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discounts and load rate discounts are determined on a case-by-case basis determined by the volume of order and load size.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The intention of Towmaster is to cover all options in this offering. In the event a Sourcewell Member identifies a "custom" item that is required, Towmaster will source the item and supply a quote to the Sourcewell Member. The quote will be based on the same discount structure as listed in the proposal.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Shipping and Delivery: These costs will be pre-paid and added to the Sourcewell Members invoices. The Members will be notified of the costs at the time of quote. Federal Excise Tax (where applicable): There is an added 12% Federal Excise on any trailer with a Gross Vehicle Weight Rating (GVWR) at or greater than 26,000 pounds. This is a federal requirement that will be paid directly to the Internal Revenue Service. If the member provides a Federal Excise Tax Exemption Certificate, this tax will not be collected or required. Dealer Pre-Delivery Inspection: These costs will be charged by the local dealer for purpose of inspecting all aspects of the trailer prior to delivering to the Sourcewell Member. This cost is a "pass through" cost to the Sourcewell Member.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery charges are "pass-through" costs from manufacturer to dealer and dealer to Member. The Dealer may also have a delivery fee in addition to freight.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders going to Hawaii, Alaska, Canada and the U.S. Island Territories will be shipped based on the best delivery option to the area and the type of unit. Orders can be shipped through a US Coastal Port via boat if required. This charge is a "pass-through" cost for the Sourcewell Member. The cost will be quoted by the dealer upon request.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery methods include: Members independently picking up trailers from our factory, Member arranged third-party transport pick-up at our factory, delivery by a local dealer, or delivery directly to the Members location. In any situation where the product is being shipped, Towmaster continuously negotiates competitive rates that are passed along to the Sourcewell Member.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	This is our most complete offering of products with our most competitive pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	With the requirement of the self-audit system and administration fee, Towmaster will provide a simple automatic process. Each Member order will be entered into our order entry system with the required Sourcewell Contract number. This will enable Towmaster to easily filter our software to provide detailed data pertaining to all Member orders. If we receive an order without the contract number, the order will be rejected until a contract number is applied to the Member Purchase Order. In addition to our software database, we will keep the actual purchase order documentation to use as a cross-check.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Towmaster holds bi-weekly meetings with the sales personnel to track progress on goals and opportunities. We classify our Sourcewell opportunities separately so they can be tracked by each Regional Sales Manager and by our Towmaster Management Team. We will develop KPIs for these opportunities to ensure progress is being made and progress is staying on track. Sales metrics will be tracked, expectations will be set, and baselines for closing percentages will be established. Each Region will have a target established for Sourcewell sales.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee relating to this potential contract is 1.5%. The proposed fee will be calculated by the percentage of sales under the Sourcewell Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Towmaster engineers and manufactures high quality trailers for construction, landscaping, underground, residential, rental, and municipal markets. Trailers are necessary to transport equipment to and from jobs sites in a safe and effective manner. The trailers we manufacture are available in payload capacities ranging from 3,000 lbs. to 120,000 lbs.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> -Utility Trailers -Skid Steer Trailers -Drop Deck Trailers -Equipment Trailers -Deck-over Trailers -Heavy Duty Trailers -Lowboys -Hydraulic Detachable Gooseneck Trailers -Hydraulic Tail Trailers -Over the Road Trailers -Construction Equipment Trailers -Tilt Trailers -Air-Tilt Trailers -Gooseneck Trailers -Tank Trailers -Generator Trailers -Scissor Lift Trailers -Rigid Gooseneck Trailers -Step Deck Trailers

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	Towmaster does not manufacture sliding axle, tanker, walking floor, roll-off or refrigerated trailers. *
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Towmaster does not manufacture mobile offices or concessions. *
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	Towmaster does not manufacture mobile command stations or incident response. *

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcwell Sept 2022.zip - Friday September 16, 2022 12:37:03
- [Financial Strength and Stability](#) - COMPANY INFORMATION-FINANCIALS.zip - Tuesday September 27, 2022 17:26:48
- [Marketing Plan/Samples](#) - Marketing 2022.zip - Wednesday September 28, 2022 14:20:18
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty 2020.pdf - Monday September 12, 2022 13:36:49
- [Standard Transaction Document Samples](#) - Sourcwell Quotes.zip - Friday September 16, 2022 12:40:29
- [Upload Additional Document](#) - LITERATURE.zip - Friday September 16, 2022 12:49:04

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chris Pokornowski, General Manager, Monroe Towmaster, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Trailers Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Trailers Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Trailers Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Trailers Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Trailers Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1