



ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**RIDER AGREEMENT COVERPAGE**

<b>TO:</b> AMERICAN CARGO GROUP TRAILERS, LLC 1503 MCNAUGHTON AVE. ELKHART, IN 46514	<b>DATE ISSUED:</b> 3/1/2024
	<b>CONTRACT NO:</b> 24-DPR-R-533
	<b>CONTRACT TITLE:</b> TRAILERS WITH RELATED EQUIPMENT/ SERVICES

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-533 including any attachments or amendments thereto.

**EFFECTIVE DATE:** 3/1/2024  
**EXPIRES:** 12/20/2025  
**RENEWALS:** TWO (2) ONE (1) YEAR RENEWALS REMAIN.  
**LIVING WAGE:** N

**ATTACHMENTS:**  
AGREEMENT No. 24-DPR-R-533  
ATTACHMENT A – SOURCEWELL, CONTRACT NO. RFP #092922

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<b><u>VENDOR CONTACT:</u></b> VALERIE BURLEIGH	<b><u>VENDOR TEL. NO.:</u></b> (254) 386-6702
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:SOURCEWELL@AMERICANCARGOGROUP.COM">SOURCEWELL@AMERICANCARGOGROUP.COM</a>	
<b><u>COUNTY CONTACT:</u></b> RICHARD HOLLEY (DPR)	<b><u>COUNTY TEL. NO.:</u></b> (703) 228-7841
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:RHOLLEY@ARLINGTONVA.US">RHOLLEY@ARLINGTONVA.US</a>	

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**PURCHASING DIVISION AUTHORIZATION**

**Name:** Antonino Mautino **Title:** Buyer **Date:** 3/1/2024



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 24-DPR-R-533**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **American Cargo Group Trailers, LLC** ("Contractor"), an Indiana corporation with a place of business at 1503 McNaughton Ave., Elkhart, IN 46514, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A: Sourcewell, Contract No. RFP #092922, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by American Cargo Group Trailers, LLC and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with American Cargo Group Trailers, LLC. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County," and shall be completed no later than December 20, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if American Cargo Group Trailers, LLC renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) additional twelve (12) month period from from December 20, 2025 until December 19, 2027 ("Subsequent Contract Term"). However, if American Cargo Group Trailers, LLC does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract

expiration date, unless it is cancelled sooner.

**3. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is for Trailers with Related Equipment, Accessories, and Services.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**7. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

**8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**9. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Valerie Burleigh, Fleet & Gov't Sales Manager  
American Cargo Group Trailers, LLC  
1503 McNaughton Ave.  
Elkhart, IN 46514  
Phone: (254) 386-6702  
Email: [sourcewell@americancargogroup.com](mailto:sourcewell@americancargogroup.com)

**TO THE COUNTY:**

Richard Holley, Project Officer  
Arlington County, VA  
2700 S Taylor Street  
Arlington VA 22206  
Phone: (703) 228-7841  
Email: [rholley@arlingtonva.us](mailto:rholley@arlingtonva.us)

**AND**

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**10. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

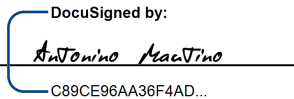
**11. COUNTERPARTS**

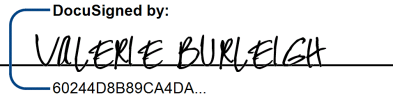
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AMERICAN CARGO GROUP TRAILERS, LLC

SIGNATURE:    
C89CE96AA36F4AD...

SIGNATURE:    
60244D8B89CA4DA...

NAME: Antonino Mautino

NAME: VALERIE BURLEIGH

TITLE: Buyer

TITLE: FLEET SALES MANAGER

DATE: 3/19/2024

DATE: 3/1/2024

**Solicitation Number: RFP #092922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Cargo Group Trailers, LLC, 1503 McNaughton Ave., Elkhart, IN 46514 (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.

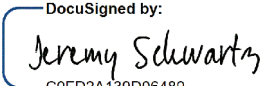
## **22. CANCELLATION**

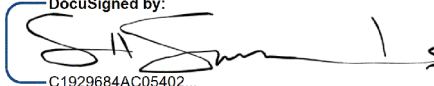
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

American Cargo Group Trailers, LLC

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 12/15/2022 | 12:16 PM CST  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: C1929684AC05402...  
 Scott Samuels  
 Title: Director of Marketing  
 12/21/2022 | 10:32 AM CST  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 12/21/2022 | 10:36 AM CST  
 Date: \_\_\_\_\_



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

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## Vendor Details

Company Name: American Cargo Group

Does your company conduct business under any other name? If yes, please state: Wells Cargo, Haulmark, American Hauler and UltraLav

Address: 1503 McNaughton Ave.  
Elkhart, Indiana 46514

Contact: Scott Samuels

Email: scott.samuels@americancargogroup.com

Phone: 574-607-3326 5280

HST#:

## Submission Details

Created On: Monday August 22, 2022 10:40:47

Submitted On: Thursday September 22, 2022 16:46:57

Submitted By: Scott Samuels

Email: scott.samuels@americancargogroup.com

Transaction #: 9d6b0691-4cbc-4c43-b646-1c941dbce43f

Submitter's IP Address: 207.32.236.122

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## 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")	American Cargo Group Trailers, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Haulmark, Wells Cargo, and American Hauler
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Haulmark, Wells Cargo, and American Hauler
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LNx6G66EZCS5  Note: American Cargo Group is in the process of being acquired by Tuckahoe Holdings. This Unique Entity ID reflects the address of where the new company is incorporated. Once the sale is complete, the address (on SAM.GOV) will be updated to reflect our Corporate Office address which is noted on question #5.
5	Proposer Physical Address:	1503 McNaughton Ave. Elkhart, IN 46514
6	Proposer website address (or addresses):	www.americancargogroup.com www.wellscargo.com www.haulmark.com www.americanhauler.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):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Nichols VP Sales mike.nichols@americancargogroup.com 254-495-2183

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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.	American Cargo Group (ACG) was formed in August of 2018, at which time it acquired the existing brands of American Hauler, Haulmark, and Wells Cargo. Wells Cargo was originally founded in 1954 and is credited with pioneering the enclosed cargo trailer industry. Haulmark, established in 1977, spent many years as the number one top selling enclosed steel trailer manufacturer in the United States. American Hauler, founded in 2003, is an established name in the Midwest and Canada with approximately 120 dealers.
11	What are your company's expectations in the event of an award?	The expectation of ACG is to build strong relationships with Sourcwell's member community who are in the market for an enclosed cargo trailer(s). We will use all our resources and experience to match them with the specific trailer that will best fit their needs, and ultimately sell them a trailer that will exceed their expectations.
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.	American Cargo Group is a privately owned company and prefers not to share sensitive financial information. The owner is Robb Kaufman. Robb Kaufman is a true entrepreneur. He owns over 20 different business entities (not including ACG) with the most well known is Kaufman Trailers. Kaufman Trailers was founded in 1987. (Kaufman Trailers is NOT part of this RFQ submission.) At the time of this application, American Cargo Group is in the process of being acquired by Tuckahoe Holdings based in Richmond, VA. Once consummated, this new ownership structure will greatly strengthen American Cargo Group's financial strength. Here is a link to Tuckahoe Holdings: <a href="https://www.tuckahoeholdings.com/">https://www.tuckahoeholdings.com/</a>
13	What is your US market share for the solutions that you are proposing?	According to Statistical Surveys, Inc., American Cargo Group (ACG) has a 6.5% US Market Share for enclosed trailers. That ranks ACG 3rd among all enclosed trailer manufacturing companies. The enclosed trailer marketplace is highly fragmented. American Cargo Group is one of only three (3) enclosed trailer manufacturers with an established national distribution footprint with six (6) strategically located factories across the United States.
14	What is your Canadian market share for the solutions that you are proposing?	While there is no official market share data for Canada, ACG does have five manufacturing facilities that produce enclosed trailers for the Canadian market from British Columbia to Quebec. ACG has over 70 dealers in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	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. 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? 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?	ACG would best be described as a manufacturer. We have an internal sales staff (employees) including Territory Sales Managers (TSM) and Dealer Support Specialists (DSS). Our sales staff's primary duties relate to supporting our nationwide dealer network. Our dealer network is made up of independent businesses (not company-owned). Our corporate office in Indiana does have an Indiana Dealer License for our UltraLav Mobile Restroom division. If we deem it in the best interest of any Sourcwell member, we have the ability to process any trailer sale through this sales channel. However, in most cases, an authorized ACG dealer will process the trailer sale.
17	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.	American Cargo Group (ACG) sells primarily through our nationwide dealer network. ACG has proper manufacturing certifications to sell to dealers in every state except Louisiana. ACG is currently working to be recertified to sell to dealers in the state of Louisiana. ACG, on occasion, does sell direct to the end user through our UltraLav Mobile Restroom division and has an up-to-date Indiana dealer license. All our fleet certified dealers have up-to-date dealer licenses and sell to customers nationwide.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2020, Statistical Surveys, Inc. (SSI) awarded American Cargo Group with two awards: 1.) #1 Trailer Manufacturer Market Share Increase ALL TRAILER SEGMENTS 2.) #1 Trailer Manufacturer Market Share Increase Enclosed Trailers.
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10%
21	What percentage of your sales are to the education sector in the past three years	Less Than 5%
22	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?	None
23	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?	None. We do have some independent dealers that have GSA contracts.

**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 *
LaGrange County Commissioners	Zachary Holsinger	(260) 499-6431 zholsinger@lagrangecounty.org
US Forest Service	Chris Reynolds	chris.reynolds@usda.gov
National Park Mount Rainer	Geoff Walker	(360) 569-6691 geoff.walker@nps.gov

**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 *
See List	Government	Indiana - IN	As noted before, American Cargo Group utilizes a dealer network to sell our trailers. While we strongly encourage our dealers to properly register sold trailers, often we are not directly aware of the final customer and/or application. Please see attached list of some of our many Government and Education customers.	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A

**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.	American Cargo Group currently has six (6) manufacturing facilities located in Bristol, IN, Elkhart, IN (2 plants), McAdoo, PA, Waco, TX and Ogden, UT. American Cargo Group has 7 Territory Sales Managers. Each Territory Sales Manager has at least one Dealer Support Specialist (i.e., Inside Sales). These are all full-time employees of American Cargo Group
27	Dealer network or other distribution methods.	American Cargo Group has over 800 authorized dealers representing our four brands across the United States and Canada.
28	Service force.	Most, not all, of our authorized dealer network have some level of service/repair capabilities. Those that don't, often have local connections with independent service/repair facilities. Lastly, we have a fully staffed Parts and Warranty department that can assist in finding service/repair facilities.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	American Cargo Group will take a multi-pronged approach to the ordering process based on which sales channel will best service the needs of Sourcewell's participating members. There are three (3) potential sales channels: 1.) one of our 800 nationwide authorized dealers 2.) one of our recognized Fleet Approved Dealers* 3.) Direct Sale through our in-house UltraLav Mobile Restroom division that has an Indiana Dealer License. All Sourcewell sales leads will be funneled through a dedicated Account Manager who will work closely with your members and guide them through the ordering process. To your members, the entire process should be seamless regardless of which sales channel ends up consummating the trailer transaction.  *Authorized Fleet Dealers are dealers identified by ACG as qualified to handle larger key accounts. They have a dedicated and experienced staff with exceptional product knowledge, service capabilities and connections with a network freight companies for reliable and cost-effective product delivery.
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.	American Cargo group is a large company with six manufacturing facilities, a Sales Department (16 people), a Warranty Department (6 people), a Parts Department (6 people), Shipping Dispatchers (6) and CAD Support (3). All these resources will be utilized in this contract with Sourcewell to ensure your members have a positive purchasing experience. In addition, the dedicated Account Manager will act as the orchestrator of all these resources with the end goal of complete customer satisfaction.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	American Cargo Group is able and willing to provide trailer sales to all 50 states and US territories. The only potential restriction, as noted below, is the availability and cost of transportation. Each of our facilities has a dedicated Transportation/Dispatch Coordinator whose sole responsibility is to arrange reliable and cost-effective trailer shipment options to our dealers and for this contract Sourcewell members as well.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	American Cargo Group is able and willing to provide trailer sales in Canada. We currently have over 70 dealers in Canada. Five of our manufacturing facilities routinely sell and ship trailers to Canada. The only potential restriction, as noted below, is the availability and cost of transportation.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted earlier, American Cargo Group currently cannot sell to "dealers" in the state of Louisiana. That situation is being actively rectified. However, there is no restriction to sell to an "end customer" (i.e., Sourcewell member) in Louisiana through another dealer outside the state of Louisiana or from our direct sales channel (our UltraLav Division).
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?	None.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ACG ability to serve these geographic locations is only limited by the availability and cost of transportation services, i.e., freight. Example: Hawaii and Alaska can be quite expensive to freight/ship trailers. ACG does have dealers in Alaska and Hawaii.  Regarding offshore trailer delivery, ACG will arrange delivery of the trailer to the appropriate shipping dock. Sourcewell member will be responsible for arranging container and overseas shipping arrangements.

**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.	American Cargo Group (ACG) has an in-house Marketing Department responsible for literature, websites, video, social media, on-line marketing, and trade shows. All marketing channels are being used to drive brand awareness to the ACG brands. ACG will be attending the EQUIP Show in October and the WWETT Show in February -- both attract attendees in the government, education, and non-profit space. ACG also works with outside Advertising/Marketing Agencies on projects outside the scope of our in-house marketing capabilities.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ACG utilizes social media (Facebook, Twitter, Instagram and YouTube) to further build brand awareness and strengthen brand loyalty among retail customers. We also utilize Google Ads to drive traffic to our websites. One area that demonstrates our investment in technology is our leading-edge online Dealer Portal/QuoteBuilder. This allows dealers to track their orders, generate professional looking quotes, and works as the primary communication tool with our dealers. Sourcewell members will NOT have access to this program, but our Dealer Portal/QuoteBuidler will be used to service Sourcewell members. This program highlights our marketing effectiveness and commitment to technology.
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?	ACG views Sourcewell as a business partner to help bring awareness of our enclosed trailer products to your association members. This is a new venture for us, so we may require some early training and support on the entire Sourcewell Cooperative Purchasing process. Also, a dedicated point of contact at Sourcewell for ACG to ask questions, get advice, make suggestions, etc. would be helpful.
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.	N/A

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is not offered or necessary in most cases. An Owner's Manual (via QR Code) is included with each trailer. If the trailer includes any 3rd Party components, their documentation is also included. Also, the Account Manager can assist with any questions and/or our Customer Service Department accessible via our toll-free phone number. Lastly, our nationwide dealer network routinely assists customers with trailer questions and best practices.
41	Describe any technological advances that your proposed products or services offer.	All the brands of ACG (Haulmark, American Hauler, and Wells Cargo) feature top quality components including Dexter Axles and Assembled-in-the-USA LED Lighting by TecNiq. ACG has the resources, contacts, and experience to fulfill almost any trailer configuration or application.
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.	N/A
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.	<p>American Cargo Group is a member in good standing of the National Association of Trailer Manufacturers (NATM). The NATM Compliance Verification Program (CVP) is a mandatory program for all NATM member trailer manufacturers. This program involves multiple components, all of which are geared toward creating safer trailers and in turn, safer roadways.</p> <p>The program begins with the Guidelines for Minimum Recommended Manufacturing Practices (Guidelines). The Guidelines are a compilation of applicable Federal Motor Vehicle Safety Standards, regulations, and industry best practices. The purpose of the Guidelines is to create easy access to reference materials and federal regulation with which trailer manufacturers are required to comply. Each of our six (6) manufacturers on a yearly basis is inspected by the NATM compliance team to ensure we are following the Compliance Verification Program requirements.</p> <p>Note to Sourcwell: I would be highly suspect of any trailer manufacturer that is not a NATM member and in compliance with the CVP requirements.</p>
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.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>I think it is fair to say that no other trailer manufacturer has the breadth and depth of our product offering. The brands of American Cargo Group represent some of the most established and respected names in the trailer industry. Wells Cargo pioneered the cargo trailer industry in 1954 and are known for their legendary durability. There are more Haulmark cargo trailers on the road today than any other trailer brand.</p> <p>From heavy-duty trailers intended for daily use in commercial applications to more value-driven models, ACG can match a trailer with your members specific needs.</p> <p>Wells Cargo founded the cargo trailer industry over 60 years ago. Haulmark, at one time, was the largest selling cargo trailer manufacturer in the county and under ACG's ownership, will hope to gain that position again soon. By combining the brands under the ACG mantle (Wells Cargo, Haulmark, and American Hauler) no other enclosed cargo trailer manufacturer has produced/sold more trailers over the last 50 years – that's well over 500,000 trailers total.</p>



**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?	The ACG Warranty covers the original purchaser of the Trailer that the Manufacturer shall repair any defects relating to materials or workmanship and attributable to the Manufacturer. Also, many of our components carry a separate warranty their respective manufacturer. The most common example is axles and tires, but there are other components as well and depends on how the trailer was configured and what optional items may have been added. A sample of our warranty (via our Owners Manual) is included in this RFQ uploaded documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are exclusions and they are detailed in our Warranty Program found in our Owner's Manual. Some restrictions include misuse/misapplication, lack of routine maintenance, environmental/road hazards, and acts of God.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not use technicians but use our dealer network and our manufacturing plant for repairs which does NOT cover travel time or mileage. On rare occasions, we may send repair personnel to an end-users location, but that is usually a last resort and at the sole discretion of ACG. The purchaser does have certain obligations and those obligations are also detailed in the Warranty Program found in the Owner's Manual.
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?	If an authorized ACG dealer is not in the area of a Sourcewell member, a 3rd party repair facility may be utilized or repairs may be made at an ACG manufacturing facility. These exceptions are at the sole discretion of ACG. Our Warranty Department would facilitate the logistics of finding a suitable service/repair facility in the event of a warrantable repair.
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?	No, we only warranty materials and workmanship attributable to ACG. As noted above, 3rd party components are covered separately, not by ACG. However, our warranty department routinely work with end users to facilitate the warranty process with the 3rd party supplier.
51	What are your proposed exchange and return programs and policies?	We do not exchange or return, our sole obligation is to repair any defects in materials or workmanship made by ACG as explained in our Warranty Program.
52	Describe any service contract options for the items included in your proposal.	N/A

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cash, check, ACH, credit card (processing fees may be imposed for credit card sales) Payment terms may vary by dealer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing is available through Sheffield Financial and Synchrony Financial. Some restrictions may apply. Individual dealers may offer other financing options. No leasing programs available.
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.	A professional quote will be provided detailing the standard features, optional items, and package upgrades. The total trailer selling price will be clearly stated showing the Sourcewell discounted pricing. Depending on which channel we use, there will most likely will be some kind of freight/delivery charge. If the order is complex and requires a CAD print, the member will need to approve and sign-off on the print. Once the order is entered into ACG's system, an order acknowledgement will be provided. Lastly, dealer will provide a paid invoice (format will vary by dealer) including any state sales documents. (forms vary by state) The final document packet will include a Manufacturers Certificate Origin and any required documents for the Sourcewell member to properly register their trailer in their respective state.
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?	Possible, we would need more information. Not familiar with this payment option. Most dealers can accept major credit cards.

**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.	<p>Pricing represents a 12% discount off MSRP of the Total Trailer Selling Price.</p> <p>"Total Trailer Selling Price" includes base model price, any requested upgrades including custom options and packages.</p> <p>Pricing will vary by manufacturing facility (we have regional pricing), but regardless of manufacturing location, Sourcewell members will get the 12% discount off MSRP for that specific region.</p> <p>-Total Trailer Selling Price does NOT include freight (FOB factory) and applicable taxes. Freight is a separate charge. Tax is based on state of trailer registration and may or may not be collected at the time of sale as dictated by state law. Any Sourcewell member claiming a sales tax exceptions will need to provide proper documentation.</p> <p>See attached spreadsheet for Model Price details by region.</p> <p>Included in this proposal (see uploaded documents) is a comprehensive model pricing list showing MSRP and Sourcewell member's 12% discount off MSRP.</p> <p>ACG offers a wide range of options and packages. An itemized pricing list of options and packages is also included. Any option and/or package is considered part of the Total Trailer Selling Price and will receive the 12% discount off MSRP.</p> <p>Models/Options/Packages availability vary by manufacturing facility. Option/Package availability vary by model. (Not all Options/Packages are available on all models.)</p>
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.	Percentage discount off MSRP: 12% discount from MSRP
59	Describe any quantity or volume discounts or rebate programs that you offer.	Additional 2% off total MSRP (14% total) for volume orders over \$150,000 or 20 trailers. All trailers must be from a single Sourcewell member and all trailers ordered at the same time. Larger volume commitments will receive special consideration with potentially greater discounts.
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.	American Cargo Group will NOT offer "Sourced" product/services. We have an extensive list of custom options and package upgrades that will meet the vast majority of your members trailering needs. ACG will only offer those options/packages. However, some of our dealers offer aftermarket upfitting. The price for "sourced" options will be negotiated between the selling dealer and the Sourcewell member. American Cargo Group will only facilitate the process by referring the Sourcewell member to an appropriate dealer that offer sourced products/services. Sourced services may or may not include a discount and any discount is at the sole discretion of the selling dealer.
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.	There may be a Administration Fee not to exceed \$150 which includes a temporary License Plate/Tag and standard UPS delivery of trailer sales paperwork (Example Manufacturers Certificate of Origin, Invoice, Tax forms, etc.) This cost will be imposed by the selling dealer.



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.	All listed trailer pricing does NOT include freight/shipping charges. Delivery/Shipping is an additional charge. All pricing is FOB manufacturing facility. In almost all cases, there will be some sort of additional freight/delivery charge. ACG does not have a set freight program. Instead, ACG works with a number of independent freight/shipping companies. Freight/shipping charges can vary widely based on cost of fuel, distance and shipping method (i.e., single pull vs. on a load). ACG and/or dealer will arrange delivery to whatever location the Sourcewell Member requires. This may include a nearby dealer or In some cases the trailer can be shipped directly to their business location. The only manufacturing facility that allows customer pickup is the Wells Cargo Elkhart facility and in such cases must be sold through our UltraLav Mobile Restroom division (i.e., direct sale.) NO customer pickups are allowed at our other ACG facilities. Freight/Shipping will be clearly indicated as a separate line item in any quote/invoice. The Sourcewell member discount does NOT apply to shipping/freight charges.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ACG currently ships to Alaska, Hawaii, and Canada and foresee no issues arranging shipping/freight to those locations.  Regarding offshore delivery, ACG will arrange delivery of the trailer to the appropriate shipping dock. Sourcewell member will be responsible for arranging container and overseas shipping arrangements.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each of our manufacturing locations has a dedicated Shipping Coordinator. Each Shipping Coordinator has an extensive list of independent Freight Service Companies at their disposal. Trailer delivery can be via "load" (more than one trailer) normally on a wedge style trailer or as a "single pull" normally necessary for larger trailers.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	This is the ONLY discount program ACG is currently offering. At this time, Sourcewell is the only entity getting this discount.

**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.	ACG has no official self-audit process or program currently in place; however, as noted before, ACG will assign a dedicated Account Administrator to the Sourcewell account. A single source available by phone, email, and text during normal business hours to ensure compliance with Sourcewell's policies, procedures, and agreement terms.
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.	American Cargo Group will keep a master Sourcewell Tracking worksheet that will record all contacts (i.e., sales leads) with Sourcewell members. It will include a status column that will allow us to track our closing ratio.
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 Sourcewell Administrative Fee under this proposal is 1%.  The Sourcewell Administrative Fee will be calculated as a percentage of the trailer total selling price, after Sourcewell Member discount, of all trailers purchased by Sourcewell Members under this Contract.  Clarification: Sourcewell Administration Fee will be calculated on the total trailer selling price of the trailer only including the base model and any options and/or packages added.  Freight, Taxes, Sourced Options, and other Misc. Cost of Acquisition are not included in the total trailer selling price and does not qualify for any administrative fee.

**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.	American Cargo Group is offering our complete line-up of Enclosed Cargo Trailers. This is over 750 different models. This includes our three brands - Haulmark, Wells Cargo and American Hauler. Our offering will include ball hitch trailers (also referred to as tag or tagalong trailers) and gooseneck models (also referred to as 5th Wheel trailers). We will offer our entry-level models, mid-line models, and premium/commercial-grade models. Sizes range from 5' Wide to 8.5'W and Lengths from 8' to 48'. ACG offers single axle, tandem axle and triple axle models with GVWR (Gross Vehicle Weight Rating) ranging from 2,990 lb. to 18,000 lb. Both steel-framed and aluminum-framed models available.  Attached are several literature samples, not all, of our product offering.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Enclosed Trailer categories: cargo/utility trailers, auto/car haulers, landscape trailers, construction trailers, UTV/ATV trailers, motorcycle trailers, snowmobile trailers, powersport trailers, mobile office trailers, concession trailers, aluminum cargo trailers and aluminum auto/car haulers.

**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	Some, not all, of listed trailers in this question including: cargo, sport, gooseneck, car haulers, sport, storage, and construction job. Enclosed style trailers only.
72	Mobile offices and concessions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobile offices and concessions are within our capabilities.
73	Mobile command stations and incident response	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobile command stations and incident response are within our capabilities.

**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 ALL pricing (Models-Options-Packages).pdf - Thursday September 22, 2022 14:23:02
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - Literature Samples ACG.zip - Monday September 19, 2022 09:10:15
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Wells\_Cargo\_Owners\_Manual\_7-1-2022.pdf - Monday September 19, 2022 09:06:43
  - [Standard Transaction Document Samples](#) - Order Verification EXAMPLE 9-15-2022.zip - Monday September 19, 2022 09:07:11
  - [Upload Additional Document](#) - ACG - List of Govt Sales (ACG).xlsx - Monday September 19, 2022 09:11:19

## 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. - Scott Samuels, Director of Marketing, AMERICAN CARGO GROUP TRAILERS 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
<b>Addendum_5_Trailers</b> Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Trailers</b> Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Trailers</b> Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Trailers</b> Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Trailers</b> Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1



**RFP #092922**  
**REQUEST FOR PROPOSALS**  
**for**  
**Trailers with Related Equipment, Accessories, and Services**

**Proposal Due Date: September 29, 2022, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	August 11, 2022
Pre-proposal Conference:	September 1, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	September 21, 2022, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>September 29, 2022, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	September 29, 2022, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

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<sup>1</sup> Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.



entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

## B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Trailers with Related Equipment, Accessories, and Services, including open, enclosed and specialty trailers such as:
  - a. 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;
  - b. Mobile offices and concessions; and,
  - c. Mobile command stations and incident response.
2. The primary focus of this solicitation is on trailer manufacturing and not on a Proposer's ability to provide turn-key solutions by upfitting a trailer with trailer mounted equipment.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
  - a. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119)
  - b. Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies (RFP #040319)
  - c. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
  - d. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121)
  - e. Roadway Maintenance Equipment (RFP #080521)
  - f. Public Utility Equipment with Related Accessories and Supplies (RFP #110421)
  - g. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221)
  - h. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
  - i. Relocatable Building Solutions with Related Services (RFP #TBD)
  - j. Electrical Energy Power Generation Systems with Related Parts, Attachments, Supplies, Installation & Services (RFP #092222)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

#### C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

**E. ESTIMATED CONTRACT VALUE AND USAGE**

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

**F. MARKETING PLAN**

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

**G. ADDITIONAL CONSIDERATIONS**

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

**III. PRICING**

**A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
  - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
  - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

### IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## **V. RFP PROCESS**

### **A. PRE-PROPOSAL CONFERENCE**

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

### **C. ADDENDA**

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

#### D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the

proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

#### F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

#### G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

### **VI. EVALUATION AND AWARD**

#### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating



Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
  - A comprehensive selection of the requested equipment, products, or services;
  - A sales and service network ensuring availability and coverage for Participating Entities' use; and
  - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

#### B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

#### C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must

be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

#### D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



9/13/2022

Addendum No. 1

Solicitation Number: RFP 092922

Solicitation Name: Trailers with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

There are areas in the proposal that ask for the submitting vendors website to be entered. If we are partnered with other vendors, should the proposed vendors websites be placed in addition to our website?

**Answer 1:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to provide the information they deem necessary to best reflect their proposal.

**Question 2:**

If our company is described as both a manufacturer and a distributor/dealer/reseller can we fill in both a) and b) under Table 2, Line 16?

**Answer 2:**

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell members and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

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End of Addendum

Acknowledgement of this Addendum to RFP 092922 posted to the Sourcewell Procurement Portal on 9/13/2022, is required at the time of proposal submittal.



9/14/2022

Addendum No. 2

Solicitation Number: RFP 092922

Solicitation Name: Trailers with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

What are the acceptable file formats for supporting document upload?

**Answer 1:**

Document uploads are allowed in Step 2 of the proposal preparation process. Refer to the instructions above the file upload tool in Step 2 for additional guidance:

- “Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.”
  - “If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file.”
  - “Maximum file upload size is 500MB”
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End of Addendum

Acknowledgement of this Addendum to RFP 092922 posted to the Sourcewell Procurement Portal on 9/14/2022, is required at the time of proposal submittal.



9/19/2022

Addendum No. 3

Solicitation Number: RFP 092922

Solicitation Name: Trailers with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

I am not sure that I understand the conflict of interest statement. Our company has no actual, potential, or foreseeable conflict of interest related to our submission. Would we answer “no” to the question in Step 3 within the Portal?

**Answer 1:**

The authorized signer for a Proposer declaring that it has no actual or potential conflict of interest, and no foreseeable actual or potential Conflict of Interest, will answer “No” to the question in Step 3 of the proposal preparation process in the Sourcewell Procurement Portal.

The authorized signer for a Proposer declaring the existence of an actual, potential, or foreseeable conflict of interest will answer “Yes” to the question in Step 3.

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End of Addendum

Acknowledgement of this Addendum to RFP 092922 posted to the Sourcewell Procurement Portal on 9/19/2022, is required at the time of proposal submittal.



9/20/2022

Addendum No. 4

Solicitation Number: RFP 092922

Solicitation Name: Trailers with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Does the pricing submitted need to include all option pricing or only base models?

**Answer 1:**

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

Would you consider extending the bid until October 3<sup>rd</sup>?

**Answer 2:**

No extension of the due date is contemplated by Sourcewell at this time.

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End of Addendum

Acknowledgement of this Addendum to RFP 092922 posted to the Sourcewell Procurement Portal on 9/20/2022, is required at the time of proposal submittal.



9/21/2022

Addendum No. 5

Solicitation Number: RFP 092922

Solicitation Name: Trailers with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

Does a complete brochure or detailed specification sheet for each product being offered need to be provided or only a description in the pricing sheet?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell participating entities, and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

In Table 8, Question #40, what is meant by a hub partner?

**Answer 2:**

“HUB” is an acronym for historically underutilized business.

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End of Addendum

Acknowledgement of this Addendum to RFP 092922 posted to the Sourcewell Procurement Portal on 9/21/2022, is required at the time of proposal submittal.





# The New York State Contract Reporter

This document printed  
Thursday, 08/11/2022

*NYS' official source of contracting opportunities  
Bringing business and government together*

## Contracting Opportunity

**Title:** Trailers with Related Equipment, Accessories, and Services

**Agency:** Sourcewell

**Division:** Procurement Department

**Contract Number:** 092922

**Contract Term:** 4 years, with potential 1 year extension

**Date of Issue:** 08/11/2022

**Due Date/Time:** 09/29/2022 4:30 PM  
Central Time

**County(ies):** All NYS counties

**Classification:** Vehicles & Equipment - *Commodities*

**Opportunity Type:** General

**Entered By:** Chris Robinson

**Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

**Business entities awarded an identical or substantially similar procurement contract within the past five years:**

Felling Trailers

Globe Trailers

Towmaster Trailers

Trail King

## Contact Information

**Primary contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

**Submit to contact:** Sourcewell  
Procurement Department  
Chris Robinson  
Procurement Manager  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479  
United States  
Ph: 218-895-4168  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

## **Bid Results**

Bid Results have not been entered

## Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



# DJCOREGON

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STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**  
**TRAILERS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES**  
**Sourcewell; Bid Location Staples, MN, Todd County; Due 09/29/2022 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

8/12/2022

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **15th** DAY OF **August, 2022**

**Nick Bjork**

Notary Public-State of Oregon



**SOURCEWELL**  
**TRAILERS WITH RELATED**  
**EQUIPMENT, ACCESSORIES, AND**  
**SERVICES**  
**Proposals due 4:30 pm,**  
**September 29, 2022**  
**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 12, 2022. 12146184

**Carol Jackson**  
**Sourcewell**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 12146184  
Client Reference No:

# LOCALiQ

## The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

### PROOF OF PUBLICATION

Sourcewell  
Sourcewell  
PO BOX 219  
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/11/2022, 08/18/2022

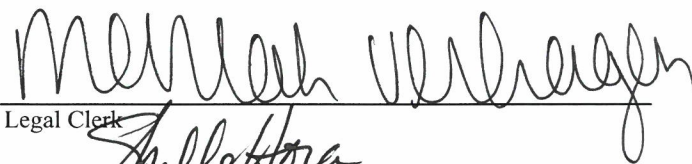
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Sworn to and subscribed before on 08/18/2022

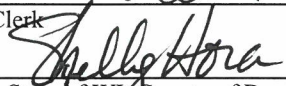
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities.

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## AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	301175	Print Legal Ad - IPL0084842		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL  
PO BOX 219  
STAPLES, MN 56479

### REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.  
IPL0084842  
Aug 11 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 08/11/2022

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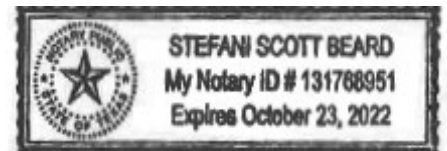
*Tara Pennington*

Tara Pennington

Sworn to and subscribed before me this 11th day of August in the year of 2022

*Stefani Beard*

Notary Public in and for the state of Texas, residing in Dallas County



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## 5 THINGS TO CONSIDER

## Observations from LIV-PGA Tour hearing

Jason Lusk

Golfweek | USA TODAY Network

While the most important thing to come out of the federal court hearing in San Jose, California, was that Judge Beth Labson Freeman wouldn't grant a temporary restraining order to allow three LIV Golf players to compete in the PGA Tour's FedExCup Playoffs, several other nuggets were discussed Tuesday that are worth another look.

LIV golfers Talor Gooch, Matt Jones and Hudson Swafford had requested the restraining order that was denied. They would have earned enough points in the season-long FedExCup qualifying to have made the playoffs, but they won't be allowed to tee it up Thursday in the FedEx St. Jude Championship after Freeman ruled their Tour suspensions would stand, at least for now.

From the amounts the players were paid by LIV Golf, which were apparently eye-popping for the judge but were redacted and not verbalized in detail, to the fact that some other players might have misled the media and fans in interviews about how their contracts and winnings mesh, there is plenty to dissect. Let's take a look.

## No irreparable harm

Freeman said in her ruling that there was no irreparable harm to Gooch, Jones and Swafford even if they are not allowed to compete in the playoffs.

From the opening of the hearing, the judge pointed out that irreparable harm would need to be proved by the plaintiff golfers for her to allow them to compete and thereby change the status quo, which is that they are suspended by the PGA Tour. Without irreparable harm, they had no justification for a temporary restraining order to compete in the Tour events.

Freeman also repeated several times that money alone would not be grounds for finding irreparable harm, because money can be paid later if the ensuing lawsuit by LIV golfers against the PGA Tour goes in those golfers' favor.

The plaintiffs' lead attorney who presented their case Tuesday, Robert Walters, argued that the FedExCup Playoffs are an elite series of events. The players would be harmed from future earnings – and possibly the opportunity to qualify for major championships – if they were not allowed to compete in this year's playoffs.

The judge didn't buy into that argument enough to rule in their favor.

Freeman also pointed out the players had received large compensation packages upfront from LIV Golf and that the risk of missing PGA Tour events had been calculated when formulating the price that LIV must pay to attract such players. In essence, the players already had accepted compensation from LIV in lieu of playing in the Tour playoffs. The judge went so far as to call this an emergency of the players' own making.



Elliot Peters, left, was the lead attorney representing the PGA Tour at Tuesday's hearing. GODOFREDO A. VÁSQUEZ/AP

## Trial timeline for other LIV suit

A group of LIV players – including the three who requested the temporary restraining order as well as Phil Mickelson, Bryson DeChambeau and others – has joined to sue the PGA Tour to regain playing status and end suspensions. That trial won't begin anytime soon.

After ruling against the temporary restraining order, Freeman – who also is assigned that case – told the litigators the earliest a trial on that suit might begin will be August 2023. That would actually be a compressed timeline for such a trial, with various evidentiary dates and other hearings coming before that.

If the litigators are unable to prepare their cases on that compressed timeline, the case will be heard at the earliest in 2025 because the judge has other cases already on her docket. Basically, that suit is likely to drag out for years.

## Is LIV player roster complete?

Walters was asked by Freeman why the plaintiffs didn't wait until the end of their annual PGA Tour contracts to sign with LIV Golf. He responded that LIV Golf's roster might be full and complete by that time, which comes at the end of the FedExCup Playoffs. If the trio of players had waited, they might have lost the opportunity to compete for LIV.

That statement – that LIV is full – comes at odds with speculation several more top players will defect from the PGA Tour to LIV after the playoffs. Players rumored to plan to jump ship include Cameron Smith, winner of the recent British Open, and his Aussie compatriot Marc Leishman. If those two players are able to join LIV after the playoffs and the completion of their annual PGA Tour contracts, why wouldn't the same hold for Gooch, Jones and Swafford?

The only explanation would be LIV plans to drop its lesser players as higher-ranked golfers might come onboard,

as soon as this fall. LIV has laid out plans for how players might be dropped based on performance, but there is no clear indication of how it plans to continue to stack its lineup and who might lose out.

## About those LIV Golf contracts

At various times in Tuesday's hearing, Freeman commented on the high dollar figures associated with LIV contracts signed by players and their restrictive nature.

At one point, Freeman mentioned how the LIV contracts are worth more than the three plaintiffs have earned on the PGA Tour. The exact payments were redacted from public view, but the judge and the litigators were privy to the dollar figures. For comparison, Gooch has \$9.5 million in career PGA Tour earnings, Jones has \$18 million and Swafford has \$10 million.

The judge also at one point said the LIV contracts were more restrictive than PGA Tour contracts, effectively solidifying a point of speculation among some pundits in recent months. LIV golfers are required to play all LIV events, while the Tour allows players to pick and choose among a greater field of events. LIV plans to hold 14 events in 2023, while most Tour golfers are required to play at least 15 events each season. There is also speculation that LIV golfers will be requested to play in some Asian Tour events, as that tour is affiliated with LIV. Major championships count among the 15 events most PGA Tour players are required to play, while the majors would not count among the 14 events LIV golfers would be required to play. The judge effectively said that LIV's requirement to play all of its events is more restrictive than the Tour's requirements.

Another point about the LIV contracts: There has been speculation that tournament earnings count against an

LIV player's guaranteed bonus money. LIV has denied this, and several players also denied it when asked by the media, essentially saying all event prize payouts are in addition to the signing bonuses. But at one point in Tuesday's hearing, Walters told Freeman that players must win money on LIV to recoup against their contracts, and she seemed to agree after having seen the contracts. It's possible, of course, that he was misinformed about how the contracts work, but his statement comes after reading the contracts in detail and presenting them to the judge. LIV later issued a statement denying what Walters told the judge.

## Is the PGA Tour a monopoly?

Much of the scuttlebutt in recent months has involved the question of the Tour being a monopoly, effectively trying to shut out LIV Golf illegally and deny players the opportunity to play wherever they like.

Freeman made it clear that Tuesday's hearing was not an attempt to rule on such larger issues as the Tour being or not being a monopoly. But the subject did come up several times. And the judge seems initially skeptical, at least by her comments.

Freeman mentioned early there is significant evidence LIV hasn't been prevented from entering the golf market, proved by the fact that LIV is holding tournaments and has attracted several top players. She mentioned several times that LIV projects itself to have a 20% market share by 2023 with greater compensation than is available on the PGA Tour – hardly the making of a Tour monopoly that has shut out fresh competition. She also pointed out the Tour's actions in its own interests do not necessarily make it a monopoly, and that there is no evidence at this early point that the Tour has conspired with the DP World Tour (formerly the European Tour) to shut down LIV Golf unfairly.

When Walters said his team had presented evidence that the PGA Tour had created a monopoly that had restricted trade and limited playing and earnings opportunities for players, Freeman told him point blank that she didn't believe he had made his case.

Elliot Peters, the lead attorney addressing the court on behalf of the PGA Tour, argued that "Exhibit A" of why the PGA Tour is not a monopoly is that LIV exists and relatively quickly has poached top PGA Tour players. He said a key ingredient to forming a monopoly is the ability to set prices, and clearly the Tour has not set prices for players' participation when LIV has been able to offer large guaranteed contracts that outpace a player's Tour earnings.

None of this early monopoly talk is in any way a definitive predictor for how things might go when the larger lawsuit is tried in 2023 or 2025, but Tuesday definitely provided some insight into how those arguments might begin.

## PROFESSIONAL GOLF TOURNAMENT PREVIEWS

## LPGA, Ladies European Tour and European Tour

## ISPS Handa World Invitational

Courses: Galgorm Castle GC (Yardage: 6,621, Par: 73) and Massereene GC (Yardage: 6,507, Par: 72) in Antrim, Northern Ireland.

Prize money (for both the women's and men's fields): \$1.5 million. Winner's share: \$225,000.

TV (EDT): Thursday-Friday, 8 a.m.-noon (Golf); Saturday, 9:30 a.m.-12:30 p.m. (Golf); Sunday, 8-11:30 a.m. (Golf)

Notes: The LPGA wraps up a month in Europe with a tournament that is tri-sanctioned with the Ladies European Tour and the men's European Tour. The men and women play from different tees and compete separately, with the prize fund the same for both. ... None of the 2022 five women's major champs is in the 132-player field. ... Ireland's Leona McGuire is the highest-ranked player in the female field at world No. 17. ... This is the second mixed event on the European Tour in the last two months. The other was the Scandinavian Mixed in Sweden in which men and women com-

peted against each other from separate tees. That was won by Linn Grant. ... Richard Bland at No. 77 is the only player from the world top 100 in the field. He's been playing LIV Golf events since June. In four months he has fallen from among the top 50 in the world ranking.

## PGA Tour Champions

## Boeing Classic

Course: The Club at Snoqualmie (Wash.) Ridge. Yardage: 7,217. Par: 72.

Prize money: \$2.2 million. Winner's share: \$330,000.

TV (EDT): Friday, 11 p.m.-1 a.m. (Golf, delay); Saturday, 6-8 p.m. (Golf); Sunday, 5-7 p.m. (Golf)

Notes: Steven Alker and Jerry Kelly, who won last weekend's Shaw Charity Classic, are the only three-time winners this year on the PGA Tour Champions. ... Alker still leads the Charles Schwab Cup points list. He is nearly \$550,000 ahead of Kelly, and it would take two more wins for Kelly to replace him. ... Fred Couples is in the field. He grew up on public courses in the Seattle area.

– The Associated Press

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**NOTICES**

**PUBLIC NOTICE**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Trailers with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities.

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**PUBLIC NOTICE**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 220801 Online Auction Systems and/or Auctioneer Services
- 220802 Academic and Educational Goods and Services

Proposals are due and will be opened on September 16, 2022 at 3:00 pm local time.

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**Category:** Goods

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### Opportunity Information

<b>Organization:</b>	Canoe Procurement Group of Canada
<b>Organization Address:</b>	
<b>Reference Number:</b>	AB-2022-04994
<b>Solicitation Number:</b>	AB-2022-04994
<b>Solicitation Type:</b>	Request for Proposal
<b>Posting (MM/dd/yyyy):</b>	08/11/2022 09:00:00 AM Alberta Time
<b>Closing (MM/dd/yyyy):</b>	09/29/2022 03:30:00 PM Alberta Time
<b>Last Update (MM/dd/yyyy):</b>	08/11/2022 08:45:15 AM Alberta Time
<b>Agreement Type:</b>	NWPTA/TILMA & CFTA & CETA & TCA
<b>Region of Opportunity:</b>	Open
<b>Region of Delivery:</b>	Alberta
<b>Opportunity Type:</b>	Open & Competitive
<b>Commodity Codes:</b>	N2330W: Trailer, Dump N2330B: Trailer, Cargo Van N2330G: Trailer, Maintenance N2330F: Trailer, Low Bed N2330S: Trailer, Auto N2330J: Trailer, Refrigerator N2330V: Trailer, Specially Equipped N2330M: Trailer, Tank N2330Q: Trailer, Utility N2330: Trailers N2330E: Trailer, Light, 5th Wheel N2330P: Trailer, Tilt Deck

**APC "Opportunity Notices"** This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

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



Bid Type **RFP**

Bid Number **092922**

Title **Trailers with Related Equipment, Accessories, and Services**

Expected Start Date **Aug 11, 2022 12:00:00 AM CDT**

Expected End Date **Sep 29, 2022 4:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Chris Robinson**  
(218) 895-4168  
rfp@sourcewell-mn.gov  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479-0219

#### Questions

0 Questions

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#### Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

#### Pre-Bid Conference

Date **Sep 1, 2022 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

#### Documents

No Documents for this bid

## View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

**Bid Details**

<p>Bid Classification:</p> <p>Bid Type:</p> <p>Bid Number:</p> <p>Bid Name:</p> <p>Bid Status:</p> <p>Bid Closing Date:</p> <p>Question Deadline:</p> <p>Electronic Auctions:</p> <p>Language for Bid Submissions:</p> <p>Submission Type:</p> <p>Submission Address:</p> <p>Public Opening:</p> <p>Description:</p>	<p>Goods</p> <p>RFP - General</p> <p>RFP 092922</p> <p>Trailers with Related Equipment, Accessories, and Services</p> <p><b>Closed</b></p> <p>Thu Sep 29, 2022 4:30:00 PM (CDT)</p> <p>Wed Sep 21, 2022 4:30:00 PM (CDT)</p> <p>Not Applicable</p> <p>English unless specified in the bid document</p> <p>Online Submissions Only</p> <p>Online Submissions Only</p> <p>No</p> <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for <b>Trailers with Related Equipment, Accessories, and Services</b> to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than <b>September 29, 2022, at 4:30 p.m. Central Time</b>, and late proposals will not be considered.</p> <p>Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p> <p>Categories: <a href="#">Show Categories [+]</a></p>
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Register for this Bid
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## Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Thursday September 1, 2022 10:00 AM to 11:00 AM (CDT)	No	

**Documents**

File Name	Pages	
<b>RFP_092922_Trailers</b> Wednesday August 10, 2022 01:03 PM	13	Download
<b>RFP_092922_Trailers_Contract_Template</b> Wednesday July 27, 2022 03:25 PM	18	Download
<b>RFP_092922_Trailers_PreProposal_Login_Instructions</b> Tuesday August 30, 2022 08:43 AM	1	Download
<b>RFP_092922_Trailers_PreProposal_Login_Instructions_Updated_090122</b> Thursday September 1, 2022 12:28 PM	--	Download



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## Trailers with Related Equipment, Accessories, and Services

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### Important Dates

Pre-Proposal Conference:  
**September 1, 2022 at 10:00 am CDT**

Proposals Due:  
**September 29, 2022 at 4:30 pm CDT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



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- Supplier Resources →



## Bidding

Type 1 Bid Notice Only

- [Publish](#)
- [Bid Announcements](#)
- [Doc. Taker's List](#)

## Publish /Verify Contents

Save as Template

## Solicitation Setting

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

## Solicitation Details

## Mandatory Information

Solicitation Type	RFP	Solicitation Number	092922
Solicitation Name	Trailers with Related Equipment, Accessories, and Services	Procurement Type	Goods, Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

## Internal Information (For Internal Use Only)

Procurement Title/Project Name 092922 Trailers

## Advertisement

## Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$200,000,000.00
Publish Date	08/11/2022	Closing Date & Time	09/29/2022 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

## Selected Categories

## Automotive/ Industrial

**Industrial Vehicles/ Equipment** Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



## Solicitation Overview



## Trailers with Related Equipment, Accessories, and Services

092922

Closing Date: 09/29/2022 04:30:00 PM CT

## Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Notice

### Basic Information

**Estimated Contract Value (CAD)** \$200,000,000.00 (Not shown to suppliers)  
**Reference Number** 0000230033  
**Issuing Organization** Sourcewell  
**Owner Organization**  
**Solicitation Type** RFP - Request for Proposal (Formal)  
**Solicitation Number** 092922  
**Title** Trailers with Related Equipment, Accessories, and Services  
**Source ID** PP.CO.USA.868485.C88455

### Details

**Location** All of Canada, All of Canada  
**Purchase Type** Duration:4 years  
**Description** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Dates

**Publication** 2022/08/11 09:01:47 AM EDT  
**Question Acceptance Deadline** 2022/09/21 05:30:00 PM EDT  
**Questions are submitted online** No  
**Bid Intent** Not Available  
**Closing Date** 2022/09/29 05:30:00 PM EDT

**Prebid Conference** 2022/09/01 01:00:00 AM EDT

### Contact Information

Procurement Department  
 218-894-1930  
[rfp@sourcewell-mn.gov](mailto:rfp@sourcewell-mn.gov)

### Pre-Bidding Events

**Event Type** Prebid Conference  
**Attendance** Recommended  
**Event date** 2022/09/01 01:00:00 AM EDT  
**Location** Online Conference  
**Event Note** Login informations will be emailed two business days prior to the event.

### Bid Submission Process

**Bid Submission Type** Electronic Bid Submission  
**Pricing** In attached document  
**Pricing** In attached document  
**Bid Documents List**

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

## Categories

### Selected Categories

MERX Category (1)	
G	<b>Goods</b> Goods
G28	<b>Special Purpose Vehicles</b> Special Purpose Vehicles
UNSPSC Category (1)	
25000000	<b>Commercial and Military and Private Vehicles and their Accessories and Components</b>
25180000	<b>Vehicle bodies and trailers</b>
25181700	<b>Product and material trailers</b>





## Proposal Opening Record

Date of opening: September 29, 2022

Sourcewell posted Request for Proposal #092922, for the procurement of Trailers with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [[portal.sourcewell-mn.gov](http://portal.sourcewell-mn.gov)] on Thursday, August 11, 2022, and the solicitation remained in an open status within the portal until September 29, 2022, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on September 29, 2022, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #092922 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

1010776996 Saskatchewan, Ltd. (North Country Customs Heavy Duty (NCCHD) - Submitted 9/29/22 at 3:13:55 PM  
American Cargo Group Trailers, LLC - Submitted 9/22/22 at 4:46:57 PM  
Certified Stainless Service, Inc. dba West-Mark - Submitted 9/27/22 at 3:17:46 PM  
Etnyre International - Submitted 9/29/22 at 1:19:06 PM  
EZ STAK, LLC - Submitted 9/29/22 at 12:18:12 PM  
Felling Trailers, Inc. - Submitted 9/27/22 at 10:55:12 AM  
Globe Trailer Manufacturing, Inc. - Submitted 9/29/22 at 4:09:15 PM  
Interstate Trailers, Inc. - Submitted 9/28/22 at 12:37:59 PM  
J&J Truck Bodies & Trailers - Submitted 9/28/22 at 12:56:38 PM  
JHB Group, Inc. - Submitted 9/22/22 at 2:05:55 PM  
MAC Trailer Manufacturing, Inc. - Submitted 9/29/22 at 5:26:24 AM  
Monroe Towmaster, LLC - Submitted 9/29/22 at 2:45:38 PM  
Nomad Global Communication Solutions, Inc. - Submitted 9/29/22 at 11:14:46 AM  
Pitts Enterprises, Inc. - Submitted 9/29/22 at 3:50:53 PM  
PondMedics, LLC - Submitted 9/29/22 at 3:30:23 PM  
ProPac, Inc. - Submitted 9/26/22 at 11:19:03 AM  
SmithCo Mfg., Inc. - Submitted 9/29/22 at 7:38:49 AM  
Talbert Manufacturing, Inc. - Submitted 9/29/22 at 2:30:09 PM  
TPD Trailers, Inc. - Submitted 9/27/22 at 12:10:45 PM  
Trail King Industries, Inc. - Submitted 9/28/22 at 10:27:12 AM




TriVan Truck Body, LLC - Submitted 9/29/22 at 3:52:06 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on September 29, 2022, at 4:32:03 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

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Greg Grunig, MS, Procurement Lead Analyst

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Carol Jackson, Procurement Analyst



**Proposal Evaluation**  
**Trailers with Related Equipment, Accessories, and Services RFP #092922**

Possible Points		1010776996 Saskatchewan, Ltd.	American Cargo Group	Certified Stainless Service, Inc.	Etnyre International	EZ STAK, LLC	Felling Trailers, Inc.	Globe Trailer Manufacturing, Inc.	Interstate Trailers, Inc.	J&J Truck Bodies & Trailers	JHB Group, Inc.	MAC Trailer Manufacturing, Inc.
Conformance to RFP Requirements	50	35	38	43	42	35	42	42	39	39	41	42
Pricing	400	275	334	345	340	326	319	324	324	310	325	333
Financial Viability and Marketplace Success	75	47	56	64	61	53	62	61	60	58	61	61
Ability to Sell and Deliver Service	100	67	75	83	82	64	81	82	80	69	70	83
Marketing Plan	50	32	39	44	42	30	40	43	36	39	41	40
Value Added Attributes	75	54	52	64	62	52	67	64	51	56	60	58
Warranty	50	38	39	41	41	40	42	43	40	40	40	41
Depth and Breadth of Offered Equipment, Products, or Services	200	162	164	164	153	145	163	158	153	148	156	155
Total Points	1,000	710	797	848	823	745	816	817	783	759	794	813
Rank Order		18.5	9	1	4	17	7	6	12	15	11	8

Possible Points		Monroe Towmaster, LLC	Nomad Global Communication Solutions, Inc.	Pitts Enterprises, Inc.	PondMedics, LLC	ProPac, Inc.	SmithCo Mfg, Inc.	Talbert Manufacturing, Inc.	TPD Trailers, Inc.	Trail King Industries, Inc.	TriVan Truck Body
Conformance to RFP Requirements	50	42	37	42	31	39	38	40	38	43	40
Pricing	400	339	270	341	253	309	273	334	313	341	323
Financial Viability and Marketplace Success	75	63	60	58	49	58	52	58	54	66	58
Ability to Sell and Deliver Service	100	82	67	74	64	72	69	73	60	84	67
Marketing Plan	50	42	39	42	32	41	38	40	34	43	40
Value Added Attributes	75	61	53	62	49	52	52	54	55	63	56
Warranty	50	43	40	42	38	39	40	40	39	41	40
Depth and Breadth of Offered Equipment, Products, or Services	200	162	136	158	133	161	148	156	153	163	149
Total Points	1,000	834	702	819	649	771	710	795	746	844	773
Rank Order		3	20	5	21	14	18.5	10	16	2	13

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 Greg Grunig, MS, Procurement Lead Analyst

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 Carol Jackson, Procurement Analyst

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 Craig West, Procurement Analyst

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 Beverly Hoemberg, Procurement Analyst



**COMMENT AND REVIEW**  
to the  
REQUEST FOR PROPOSAL (RFP) #092922  
Entitled

**Trailers with Related Equipment, Accessories, and Services**

The following advertisement was placed August 11, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website [www.sourcewell-mn.gov](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://www.nyscr.ny.gov), PublicPurchase.com, August 12, 2022 in Oregon's *Daily Journal of Commerce*, and on August 11 and August 18, 2022 in *The Oklahoman*:

*Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Trailers with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 29, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1010776996 Saskatchewan, Ltd. (North Country Customs Heavy Duty (NCCHD)	Lloyd Trailer Co., LLC
Advance Engineered Products, Ltd.	Lunar Contracting
Advance Tank Production	MAC Trailer Manufacturing, Inc.
American Cargo Group Trailers, LLC	Mobile Modular Management Corp.
Apeiron Energy, Inc.	Monroe Towmaster, LLC
Boald Construction Management, Ltd.	Nomad Global Communication Solutions, Inc.
Brandt Tractor	Pitts Enterprises, Inc.
Cellutrak	PondMedics, LLC
Certified Stainless Service, Inc. dba West-Mark	Prime Vendor, Inc.
Diamond International Trucks, Ltd.	ProPac, Inc.
EASTERN EQUIPMENT SERVICES, LLC	PWXPress
Equipter, LLC	Reelstrong, LLC
Etnyre International	Regina Construction Association

EZ STAK, LLC	SmithCo Mfg., Inc.
Felling Trailers, Inc.	Southland International Trucks, Inc.
Fontaine Specialized	STEC EQUIPMENT
General Engines Co., Inc.	STJOHN TRUCK & TRAILER SERVICE, INC.
Globe Trailer Manufacturing, Inc.	Talbert Manufacturing, Inc.
GUARDITRON, INC.	Total Quality Logistics
Highway Maintenance Solutions, LLC	TPD Trailers, Inc.
Interstate Trailers, Inc.	Trail King Industries, Inc.
J&J Truck Bodies & Trailers	Trailers Plus, Inc.
JHB Group, Inc.	TriVan Truck Body, LLC
K&K Manufacturing, Inc.	Truck Builders of CT
LANE Trailer Manufacturing	TruckPro Holding Corporation

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on September 29, 2022, at 4:32:03 pm CT. Proposals were received from the following:

1010776996 Saskatchewan, Ltd. (North Country Customs Heavy Duty (NCCHD))  
 American Cargo Group Trailers, LLC  
 Certified Stainless Service, Inc. dba West-Mark  
 Etnyre International  
 EZ STAK, LLC  
 Felling Trailers, Inc.  
 Globe Trailer Manufacturing, Inc.  
 Interstate Trailers, Inc.  
 J&J Truck Bodies & Trailers  
 JHB Group, Inc.  
 MAC Trailer Manufacturing, Inc.  
 Monroe Towmaster, LLC  
 Nomad Global Communication Solutions, Inc.  
 Pitts Enterprises, Inc.  
 PondMedics, LLC  
 ProPac, Inc.  
 SmithCo Mfg., Inc.  
 Talbert Manufacturing, Inc.  
 TPD Trailers, Inc.  
 Trail King Industries, Inc.  
 TriVan Truck Body, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Procurement Lead Analyst  
 Craig West, Procurement Analyst  
 Carol Jackson, Procurement Analyst  
 Beverly Hoemberg, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

American Cargo Group Trailers, LLC offers a range of cargo, sport, gooseneck, car haulers, storage, and construction, and mobile office and concessions trailers. Their sales and service staff are capable of supporting Sourcewell participating entities across the United States and Canada. They are offering a range of competitive pricing discounts from list price by product category and brand.

Certified Stainless Service, Inc. dba West-Mark is a manufacturer providing equipment such as tank type products, lowboy, gooseneck, drop deck and flatbed trailers. Certain product lines offer hydraulic tail and sliding axle options. The Certified sales team will provide sales and service to the United States and is expanding into Canada. They are offering Sourcewell participating entities a solid discount from MSRP, with additional volume discounts available.

Etnyre International, builds multiple types of trailers including lowboy, live bottom, liquid asphalt, fixed gooseneck, rear loading, and paver special trailers. Etnyre and their dealer network provide sales and service to all of the United States and Canada. They offer "start-up" training with all trailer purchases as well as regional schools for the use of their products. Their pricing represents significant discounts off list pricing.

Felling Trailers, Inc., manufactures over 240 models of trailers in their standard product line that include semi, utility, dump, lowboy, hydraulic lift, flatbed, deck-over, drop-deck and tilt varieties. Felling's dealer network totals more than 500 locations to provide sales and service to Sourcewell Members throughout North America. Their trailers include features such as Air Ramps, Air Tilt and EZ Tilt solutions to make loading equipment simpler and safer. Felling Trailers offers Sourcewell participating entities a solid discount from their MSRP pricing.

Globe Trailer Manufacturing, Inc., offers a broad selection of trailers including tag-along, lowboy, demolition dump, narrow fixed-neck, hydraulic tail, flatbed, drop-deck, sliding axle, folding neck, goose neck, enclosed and military-style models. Globe Trailer's dealer sales and service network covers all 50 states, US Territories and Canada along with over 350 locations additionally included in their service network. Globe Trailers backs up their products with structural warranties up to 10 years depending on the model of trailer purchased. Globe Trailers provides Sourcewell Members a competitive discount from their standard price list.

JHB Group, Inc., manufactures mobile restroom, mobile shower, offices events trailers, incident command, and health incident trailers. JHB's dealer network provides sales and services and virtual training to all of the United States and Canada. JHB's UV light disinfection system, tablet control, solar charging and thermal camera systems offer entities various capabilities. Their pricing represents significant discounts off published commercial pricing.

MAC Trailer Enterprises, Inc, provides a large variety of trailers such as moving floor, tipper, aluminum frame dump, aluminum and steel frameless half round, ejector style and pneumatic tank trailers. Their sales and service staff can and will support Sourcewell participating entities across the United States and Canada. They are offering a range of competitive pricing discounts from base trailer prices.

Monroe Towmaster, LLC, provides a wide variety of trailers which include utility, drop-deck, drop-deck tilt, deck-over, rigid gooseneck, hydraulic tail, hydraulic detachable gooseneck, hydraulic dump, cable reel, tank, and generator trailers. Their dealer network is comprised of over 1,300 locations across the United States and Canada.

Monroe Towmaster utilizes Finite Element Analysis in the design and engineering of their trailers to develop a 2 to 1 margin safety factor. They are offering Sourcewell Members a considerable discount from list price.

Pitts Enterprises, Inc. selection of equipment covers Sourcewell participating entities' trailer requirements for lowboy, tagalong, gooseneck, log, knuckleboom loader, RGN, fixed neck, rear loading, intermodal, pintle hitch and plantation trailers. Pitts' 152 dealer locations provide sales and service to all of the United States and Canada. Their pricing represents significant discounts off published MSRP list pricing.

Talbert Manufacturing, Inc., manufactures a range of dump, rollback, tanker, car hauler, walking floor, roll-off, storage, and refrigerated trailers. Their sales and service staff can support, and various trainings to Sourcewell participating entities across the United States and Canada. Talbert has determined that 92% of their trailers built since 1985 are still in service demonstrating their durability. They are offering competitive discounts from list price.

Trail King Industries, Inc., manufactures an extensive selection of trailers including semi, utility, dump, lowboys, tags, flatbeds, deck-overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck and live bottom trailers. In addition, they can offer custom and hybrid versions of their trailers. Trail King's dealer network includes over 400 locations spread across the United States and Canada. Trail King's pricing proposal provides Sourcewell participating entities a significant discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #092922 to:

American Cargo Group Trailers, LLC	#092922-AGO
Certified Stainless Service, Inc. dba West-Mark	#092922-CER
Etnyre International	#092922-ETN
Felling Trailers, Inc.	#092922-FTS
Globe Trailer Manufacturing, Inc.	#092922-GLB
JHB Group, Inc.	#092922-JHB
Monroe Towmaster, LLC	#092922-MNR
MAC Trailer Enterprises, Inc.	#092922-MCT
Pitts Enterprises, Inc.	#092922-PTT
Talbert Manufacturing, Inc.	#092922-TBT
Trail King Industries, Inc.	#092922-TKI

The preceding recommendations were approved on December 16, 2022.

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*Greg Grunig*

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Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

*Carol Jackson*

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Craig West, Procurement Analyst

DocuSigned by:

*Craig West*

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Carol Jackson, Procurement Analyst

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*Beverly Hoemberg*

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Beverly Hoemberg, Procurement Analyst

### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #092922 for Trailers with Related Equipment, Accessories, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

*Jeremy Schwartz*

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP  
Chief Procurement Officer



**SOURCEWELL  
STATE OF MINNESOTA**



Member Thomas moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**7/19/2022**

**Resolution No. 2022-20**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:  
Sara Nagel  
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**Clerk to the Board of Directors**



## APPENDIX A Continued

WWRC, Inc.	NM-R3-HVAC-060222-WRI	New Mexico - Region 3 - Mechanical/HVAC
Junior Builders	NM-R3-P-060222-JUB	New Mexico - Region 3 - Plumbing
WWRC, Inc.	NM-R3-P-060222-WRI	New Mexico - Region 3 - Plumbing
GM Builders, Inc.	NM-R3-R-060222-GMB	New Mexico - Region 3 - Roofing
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	New Mexico - Region 3 - Roofing
WWRC, Inc.	NM-R3-R-060222-WRI	New Mexico - Region 3 - Roofing
Mans Construction Company	NM-R4-E-060222-MCO	New Mexico - Region 4 - Electrical
Consolidated Builders of NM	NM-R4-GC-060222-COB	New Mexico - Region 4 - General Construction
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	New Mexico - Region 4 - General Construction
Junior Builders	NM-R4-GC-060222-JUB	New Mexico - Region 4 - General Construction
National Construction, Inc.	NM-R4-GC-060222-NCI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-GC-060222-WRI	New Mexico - Region 4 - General Construction
WWRC, Inc.	NM-R4-HVAC-060222-WRI	New Mexico - Region 4 - Mechanical/HVAC
Junior Builders	NM-R4-P-060222-JUB	New Mexico - Region 4 - Plumbing
Master Plumbers, LLC	NM-R4-P-060222-MAP	New Mexico - Region 4 - Plumbing
WWRC, Inc.	NM-R4-P-060222-WRI	New Mexico - Region 4 - Plumbing
DKG & Associates, Inc.	NM-R4-R-060222-DKG	New Mexico - Region 4 - Roofing
GM Builders, Inc.	NM-R4-R-060222-GMB	New Mexico - Region 4 - Roofing
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R4-R-060222-MCO	New Mexico - Region 4 - Roofing
WWRC, Inc.	NM-R4-R-060222-WRI	New Mexico - Region 4 - Roofing
Mans Construction Company	NM-R5-E-060222-MCO	New Mexico - Region 5 - Electircal
Ross Wes Electrical Services	NM-R5-E-060222-RWE	New Mexico - Region 5 - Electircal
Core Construction Services of Texas	NM-R5-GC-060222-CCT	New Mexico - Region 5 - General Construction
Consolidated Builders of NM	NM-R5-GC-060222-COB	New Mexico - Region 5 - General Construction
GM Builders, Inc.	NM-R5-GC-060222-GMB	New Mexico - Region 5 - General Construction
HB Construction, Inc.	NM-R5-GC-060222-HCO	New Mexico - Region 5 - General Construction
White Sands Construction, Inc.	NM-R5-GC-060222-WSC	New Mexico - Region 5 - General Construction
DKG & Associates, Inc.	NM-R5-R-060222-DKG	New Mexico - Region 5 - Roofing
GM Builders, Inc.	NM-R5-R-060222-GMB	New Mexico - Region 5 - Roofing
Mans Construction Company	NM-R5-R-060222-MCO	New Mexico - Region 5 - Roofing
National Roofing Company, Inc.	NM-R5-R-060222-NRC	New Mexico - Region 5 - Roofing
Smith Roofing, Inc.	NM-R5-R-060222-SMR	New Mexico - Region 5 - Roofing
<b>IDIQ Contract Extensions</b>		
<b>Company Name</b>	<b>Contract Number</b>	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL  
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**1/17/2023**

**Resolution No. 2023\_03**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows

and the following voted in favor: (list names here)

**Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts**

and the following voted against: (list names here or "NONE")

**NONE**

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

*Sara Nagel*

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**Clerk to the Board of Directors**

## APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS - January 2023**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	Critical Care and Emergency Medical Services Equipment and Supplies
	<b>Requesting Board permission to Re-Solicit the following categories:</b>
	Sports Lighting with Related Supplies and Services

<b>CONSENT AGENDA ITEMS</b>	<b>NEW CONTRACTS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Trail King Industries	092922-TKI	"Trailers with Related Equipment, Accessories and Services"
	Etnyre International	092922-ETN	"Trailers with Related Equipment, Accessories and Services"
	JHB Group, Inc.	092922-JHB	"Trailers with Related Equipment, Accessories and Services"
	Pitts Enterprises, Inc.	092922-PTT	"Trailers with Related Equipment, Accessories and Services"
	American Cargo Group Trailers, LLC	092922-AGO	"Trailers with Related Equipment, Accessories and Services"
	MAC Trailer Enterprises, Inc.	092922-MCT	"Trailers with Related Equipment, Accessories and Services"
	Certified Stainless dba West-Mark	092922-CER	"Trailers with Related Equipment, Accessories and Services"
	Felling Trailers, Inc.	092922-FTS	"Trailers with Related Equipment, Accessories and Services"
	Globe Trailer Manufacturing, Inc.	092922-GLB	"Trailers with Related Equipment, Accessories and Services"
	Talbert Manufacturing, Inc.	092922-TBT	"Trailers with Related Equipment, Accessories and Services"
	Monroe Towmaster, LLC	092922-MNR	"Trailers with Related Equipment, Accessories and Services"
	BlueScope Construction, Inc.	110822-BSC	"Pre-Engineered Buildings with Related Materials and Services"
	Clearspan Fabric Structures International	110822-CSS	"Pre-Engineered Buildings with Related Materials and Services"
	<b>CONTRACT EXTENSIONS</b>		
	<b>Supplier Name</b>	<b>Contract Number</b>	<b>Solicitation Title</b>
	Felling Trailers	121918-FTS	"Trailers with Related Equipment, Accessories and Services"
	Trail King Industries	121918-TKI	"Trailers with Related Equipment, Accessories and Services"
	John Deere Construction	032119-JDC	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
	Gradall Industries	040319-GRD	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	JCB, Inc.	040319-JCB	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
	Kubota Tractor Corporation	040319-KBA	Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies
	<b>NEW IDIQ CONTRACTS</b>		
	<b>IDIQ Contract Extensions</b>		
	<b>Company Name</b>	<b>Contract Number</b>	
	Lanzo Construction Co., Florida	FL-R10-CC02-111821-LCC	
	Lanzo Construction Co., Florida	FL-R10-PAC02-111821-LCC	
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF		
Nichols Contracting, Inc.	FL-R5-E02-111821-NIC		
Ovation Construction Company	FL-R6-GC08-111821-OCC		
Place Services, Inc.	FL-R1-GC03-111821-PLA		
Place Services, Inc.	FL-R3-GC03-111821-PLA		
Place Services, Inc.	FL-R5-GC03-111821-PLA		
Place Services, Inc.	FL-R7-GC06-111821-PLA		
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR		
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD		
Team Contracting, Inc.	FL-R10-GC03-111821-TCI		
Millers Plumbing & Mechanical, Inc.	FL-R3-HVAC01-111821-MPM		
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC		

## APPENDIX A Continued

Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	
RAM Construction & Development	FL-R3-GC07-111821-RAM	
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	
Mechanical Services of Central Florida, Inc.	FL-R6-HVAC03-111821-MSF	
Place Services, Inc.	FL-R9-GC06-111821-PLA	
Place Services, Inc.	FL-R10-GC08-111821-PLA	
Mechanical Services of Central Florida, Inc.	FL-R4-HVAC03-111821-MSF	
RAM Construction & Development	FL-R2-GC07-111821-RAM	
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	
Place Services, Inc.	FL-R4-GC03-111821-PLA	
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	
Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	
Place Services, Inc.	FL-R6-GC06-111821-PLA	
Place Services, Inc.	FL-R8-GC09-111821-PLA	
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	
Solares Electrical Services, Inc.	FL-R10-E03-111821-SES	
Johnson-Laux Construction, LLC	FL-R5-GC07-111821-JLC	
Johnson-Laux Construction, LLC	FL-R10-GC11-111821-JLC	
RAM Construction & Development	FL-R1-GC08-111821-RAM	
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	
Mechanical Services of Central Florida, Inc.	FL-R7-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	
Mechanical Services of Central Florida, Inc.	FL-R2-HVAC03-111821-MSF	
Millers Plumbing & Mechanical, Inc.	FL-R2-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	
Place Services, Inc.	FL-R2-GC03-111821-PLA	
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	
Millers Plumbing & Mechanical, Inc.	FL-R4-HVAC01-111821-MPM	
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	
McKenzie Contracting, LLC	FL-R8-CC03-111821-MCL	
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R8-GC03-111821-FHP	
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	
Jewel of the South	FL-R10-GC06-111821-JOS	
JOC Construction	FL-R5-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC02-111821-FHP	
Advanced Roofing, Inc.	FL-R3-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	
Integrated Fire & Security Solutions, Inc.	FL-R7-E03-111821-IFS	
Integrated Fire & Security Solutions, Inc.	FL-R9-E03-111821-IFS	
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC02-111821-FHP	

## APPENDIX A Continued

Hall Mechanical and Air Conditioning LLC	FL-R6-HVAC01-111821-HMA	
Amici Engineering Contractors	FL-R7-CC03-111821-AME	
Amici Engineering Contractors	FL-R10-GC10-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R7-HVAC01-111821-HMA	
Johnson-Laux Construction, LLC	FL-R4-GC07-111821-JLC	
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	
JOC Construction	FL-R3-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	
Amici Engineering Contractors	FL-R7-GC08-111821-AME	
Hall Mechanical and Air Conditioning, LLC	FL-R10-HVAC01-111821-HMA	
Amici Engineering Contractors	FL-R3-CC03-111821-AME	
Amici Engineering Contractors	FL-R4-CC01-111821-AME	
Amici Engineering Contractors	FL-R5-CC03-111821-AME	
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	
Jewel of the South	FL-R5-GC01-111821-JOS	
Jewel of the South	FL-R9-GC02-111821-JOS	
Centennial Contractors Enterprises, Inc.	FL-R9-GC08-111821-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC02-111821-FHP	
JOC Construction	FL-R4-GC04-111821-LRI	
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	
JOC Construction	FL-R6-GC05-111821-LRI	
JOC Construction	FL-R9-GC07-111821-LRI	
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	
Integrated Fire & Security Solutions Inc	FL-R6-E03-111821-IFS	
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC02-111821-FHP	
Integrated Fire & Security Solutions, Inc.	FL-R8-E03-111821-IFS	
Jewel of the South	FL-R3-GC01-111821-JOS	
JOC Construction	FL-R1-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	
Amici Engineering Contractors	FL-R8-PAC04-111821-AME	
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	
Jewel of the South	FL-R4-GC01-111821-JOS	
Jewel of the South	FL-R7-GC01-111821-JOS	
Advanced Roofing, Inc.	FL-R8-E01-111821-ADR	
Amici Engineering Contractors	FL-R1-CC03-111821-AME	
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	
JOC Construction	FL-R7-GC05-111821-LRI	
Advanced Roofing, Inc.	FL-R4-HVAC02-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R6-GC07-111821-CCE	
Johnson-Laux Construction, LLC	FL-R2-GC06-111821-JLC	
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	
Amici Engineering Contractors	FL-R9-CC03-111821-AME	
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R8-GC07-111821-CCE	
Centennial Contractors Enterprises, Inc.	FL-R10-GC12-111821-CCE	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R10-GC07-111821-FHP	
Integrated Fire & Security Solutions, Inc.	FL-R2-E02-111821-IFS	
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	



## APPENDIX A Continued

Amici Engineering Contractors	FL-R10-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R2-HVAC02-111821-ADR	
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC02-111821-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R9-GC03-111821-FHP	
Jewel of the South	FL-R2-GC01-111821-JOS	
Jewel of the South	FL-R6-GC01-111821-JOS	
Jewel of the South	FL-R8-GC02-111821-JOS	
Advanced Roofing, Inc.	FL-R7-HVAC02-111821-ADR	
JOC Construction	FL-R8-GC08-111821-LRI	
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	
HCR Construction, Inc.	FL-R2-GC08-111821-HCR	
Jewel of the South	FL-R1-GC01-111821-JOS	
JOC Construction	FL-R2-GC04-111821-LRI	
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	
Advanced Roofing, Inc.	FL-R3-HVAC02-111821-ADR	
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	
Amici Engineering Contractors	FL-R6-CC03-111821-AME	
Amici Engineering Contractors	FL-R8-CC04-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R8-HVAC01-111821-HMA	
Hall Mechanical and Air Conditioning LLC	FL-R9-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	
Johnson-Laux Construction, LLC	FL-R1-GC06-111821-JLC	
Amici Engineering Contractors	FL-R2-CC03-111821-AME	
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	
Johnson-Laux Construction, LLC	FL-R3-GC06-111821-JLC	
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R6-HVAC02-111821-ADR	
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	





**American Cargo Group #092922-AGO**

Pricing for contract #092922-AGO is provided to Sourcewell participating agencies at 12% discount from MSRP.