



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	Sourcewell
2. Contractor:	Petersen Industries
3. Cooperative Agency Agreement Name and Agreement Number:	Sourcewell, Bulk Waste Collection Equipment, #040621-PII
4. Cooperative Agency Initial Agreement Term:	Start Date: May 26, 2021 End Date: June 2, 2025
5. Cooperative Agency's Agreement-Options to extend:	Agreement may be extended for a fifth year.
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	1 one-year renewal option remaining.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: Upon Execution End Date: June 2, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$289,615.60 for the term of the Agreement.

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced Sourcewell, Bulk Waste Collection Equipment, #040621-PII ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through June 2, 2025 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for "Bulk Waste Collection Equipment" available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$289,615.60 for the purchase of one grapple truck. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

MUNICIPAL MAINTENANCE EQUIPMENT

Harry Black, City Manager

Date: _____

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name

By: _____
Signature

Print name

Title: _____

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature

Title: _____

EXHIBIT A

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor 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 June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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

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

- Identify the applicable Sourcwell 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. 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 (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor 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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcewell 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 Vendor'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.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. GOVERNMENT DATA PRACTICES

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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. Vendor 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 Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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.

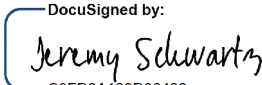
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits,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

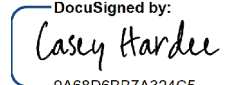
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:52 PM CDT

Petersen Industries, Inc.

DocuSigned by:

By: 9A68D6BB7A324C5...
Casey Hardee
Title: President/CEO
Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:51 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Petersen Industries, Inc.
4000 State Road 60 W
Address: LAKE WALES, FL 33859
Contact: Casey Hardee
Email: chardee@petersenind.com
Phone: 863-676-1493 257
Fax: 813-478-1454
HST#: 59-2979951

Submission Details

Created On: Friday February 19, 2021 12:44:13
Submitted On: Monday March 29, 2021 15:22:54
Submitted By: Casey Hardee
Email: chardee@petersenind.com
Transaction #: 9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address: 73.255.132.23

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 (and applicable d/b/a, if any):	Petersen Industries, Inc.	*
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859	*
3	Proposer website address:	www.petersenind.com	*
4	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):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States.</p> <p>Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container.</p> <p>What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed, machined and manufactured in-house. This includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!</p>	*

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcewell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
9	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.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than \$5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	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?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly by Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
14	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.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	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 *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.	*
17	What percentage of your sales are to the governmental sector in the past three years	83%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	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?	Houston-Galveston Area Council (HGAC)- less than \$1 million per year Florida Sheriffs Association (FSA)- \$4-\$5 million per year	*
20	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	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Bryan, TX	Jared Birkhead	(979)574-6619	*
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111	*
City of Chattanooga, TN	Gary Franks	(423) 643-5559	*

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between \$81,265 and \$106,417	\$2,290,342	*
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between \$88,393 and \$100,025	\$2,634,394	*
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between \$73,631 and \$93,929	\$710,837	*
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	\$68,429	\$753,225	*
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between \$76,845 and \$84,516	\$1,221,727	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *	
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23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our \$3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	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.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcewell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	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?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.
34	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?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.
35	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.	Because each customer of ours is unique, we prefer to help build specifications though direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge \$1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".	*
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.	*
38	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.	Although we are not pursuing any green initiatives that require an agency oversight, we are exploring options such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.	*
39	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.	N/A	*
40	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	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.	*

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 *	
42	Do your warranties cover all products, parts, and labor?	yes absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
45	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?	No. we can provide service coverage throughout the U.S and Canada.	*
46	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?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	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?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

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 *	
53	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.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcewell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.	*
54	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.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcewell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcewell contract primary.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.	*
56	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.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of \$120/hr and then discount it according to the level of discount being offered on contract items.	*
57	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.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of \$1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcewell quoted price will be all-inclusive.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcewell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcewell contract.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.
63	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.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is \$1500 per. It can be lower at times, but it can also be as much as \$3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.

Table 14B: Depth and Breadth of Offered Equipment Products and Services**EXHIBIT 3**

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	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*
67	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	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.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcwell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

Table 16: 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
		No Exceptions

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 Sourcewell 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 Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 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."
- [Financial Strength and Stability](#) - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
 - [Marketing Plan/Samples](#) - Sourcewell_Marketing.zip - Tuesday March 23, 2021 13:24:29
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
 - [Pricing](#) - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
 - [Upload Additional Document](#) - COI and Terms.zip - Monday March 29, 2021 15:18:41

Proposer's Affidavit**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. - Casey Hardee, President/CEO, Petersen Industries, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	<input checked="" type="checkbox"/>	1



RFP #040621
REQUEST FOR PROPOSALS
for
Bulk Solid Waste and Recycling Equipment

Proposal Due Date: April 6, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	February 16, 2021
Pre-proposal Conference:	March 16, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	March 30, 2021, 4:30 p.m., Central Time
Proposal Due Date:	April 6, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	April 6, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency 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, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors 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 vendors' 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;
- 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;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, 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 Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

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

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. 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, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

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

II. EQUIPMENT, PRODUCTS, AND SERVICES

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 Bulk Solid Waste and Recycling Equipment, including, but not limited to:

- a. Commercial and institutional-sized refuse and recycling containers, roll-off containers, collection bins, and dumpsters of metal construction;

- b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers; and,
 - c. Refuse and recyclable material balers and compactors.
- 2. This solicitation should NOT be construed to include:
 - a. Chassis-only solutions; and
 - b. Refuse collection services.
- 3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Recycling and Repurposing Equipment with Related Accessories, Supplies, and Services (RFP #050119)
 - b. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
 - c. Industrial and Workplace Storage Systems with Related Accessories (RFP #010920)
 - d. Fleet Management Technologies with Related Software Solutions (RFP #020221)
 - e. Plastic Refuse and Recycling Containers with Related Technology Solutions (RFP #TBD)

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 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 vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires 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 (4) years. Up to two one-year extensions 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 \$20 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. 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.
3. 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.
4. 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 Vendor'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 ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, 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 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 Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

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 vendor 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 on page one of 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

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 twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the 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.

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 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 Proposer(s) 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 Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the 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 (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
TOTAL POINTS	1000

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. The protest must be received 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 include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; 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 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.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



2/18/2021

Addendum No. 1

Solicitation Number: RFP 040621

Solicitation Name: Bulk Solid Waste and Recycling Equipment

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

Question 1:

Is this RFP for plastic automated roll-out carts?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within the requested equipment, products, or services as described in RFP Section II. B. Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 040621 posted to the Sourcewell Procurement Portal on 2/18/2021, is required at the time of proposal submittal.



2/19/2021

Addendum No. 2

Solicitation Number: RFP 040621

Solicitation Name: Bulk Solid Waste and Recycling Equipment

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

Question 1:

Is there a way to download the questionnaires or is it only available for review online?

Answer 1:

After selecting "Start Submission" in the Sourcewell Procurement Portal, a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF" if a downloadable PDF of the questionnaire tables is desired.

End of Addendum

Acknowledgement of this Addendum to RFP 040621 posted to the Sourcewell Procurement Portal on 2/19/2021, is required at the time of proposal submittal.



The New York State Contract Reporter

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

EXHIBIT 3
This document printed
Thursday, 02/11/2021

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Bulk Solid Waste and Recycling Equipment

Agency: Sourcewell

Division: Procurement Department

Contract Number: 040621

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 02/16/2021

Due Date/Time: 04/06/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

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AFFIDAVIT OF PUBLICATION

DJC



11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

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

Bulk Solid Waste and Recycling Equipment

Sourcewell; Bid Location Staples, MN, Todd County; Due 04/06/2021 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:

2/17/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 17th DAY OF February, 2021

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL
BULK SOLID WASTE AND
RECYCLING EQUIPMENT**

**Proposals Due 4:30 pm,
April 6, 2021**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Feb. 17, 2021. 11968253

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

Order No.: 11968253
Client Reference No:

THE STATE MEDIA CO., INC.

Columbia, South Carolina publisher of

The State

The State Media Company

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AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004873142	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Carol Jackson

SOURCEWELL

PO BOX 219

STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

4873142

State of South Carolina**County of Richland**

I, Michelle Long, 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

1 Insertion(s)

Published On:

February 16, 2021



Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 4th day of March in the year of 2021



Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

ChiSox closed the deal for Hendriks

Bob Nightengale
USA TODAY

SCOTTSDALE, Ariz. — Closer Liam Hendriks and his wife, Kristi, are back in their familiar rental home for spring training. But when he sets foot in the Chicago White Sox's camp Wednesday for the first day of workouts, he will be surrounded by the kind of hype that he has never felt in his career.

The pitcher the White Sox hated and cursed for 72 hours last October is the same man who could lead them to a place they haven't gone since 2005.

"That's the plan," Hendriks told USA TODAY Sports. "That's why I signed with the White Sox. I want that World Series ring. I know we can make it happen."

It was Hendriks who extinguished the White Sox's hopes last season. If not for Hendriks, Chicago likely wins the American League wild-card round of the playoffs and, who knows, maybe makes a run deep into October.

They watched Hendriks pitch in every game for the Oakland Athletics, throwing 105 pitches in 72 hours and striking out 12 batters in 5 1/3 innings, and sent the White Sox home for the winter.

"Unfortunately, we got an up-and-close look at how dominant he could be," White Sox general manager Rick Hahn said. "It's easy to say we wanted him after watching what he did against us, but the truth is that he's been on our radar for over a year, leading up to the 2020 season. I'm sure I bothered (Oakland GM) David Forst a little too much trying to trade for him going back prior to the season."

The A's never traded him. But one week into free agency, the White Sox and Matt Hananoff, Hendriks' agent, began a two-month courtship, tying the knot in one of the most unique contracts you might ever see.

The length of Hendriks' deal is open to interpretation — three or four years — but either way it guarantees \$54 million. There's even a preup, if you will, that would include deferred payments through 2033 if things go sour. It's almost like a mini-version of the infamous Bobby Bonilla contract, who last played 20 years ago but still is paid \$1.193 million every July 1 by the New York Mets through the age of 72.

"This is like my career path," Hendriks said, "a winding road, a unique and interesting way of doing things. It was interesting. But when it's all said and done, they wanted me from the beginning, and this is where I wanted to be all along."

Hendriks, his agents Hannaford and partner Tim Clarke, and the White Sox provided USA TODAY Sports a behind-the-scenes look into their negotiations.

It was only hours after the official start of free agency Oct. 28 that the telephone calls started pouring in. By the end of the first week, 11 teams contacted Hannaford expressing interest. Two other teams later followed.

Clarke researched and narrated a 15-minute video that was sent to those teams, illustrating that Hendriks was the most dominant reliever in baseball the past two years. It revealed the stark differences with the White Sox bullpen with and without him. This is a pitcher who had struck out 14.7 batters per nine innings with a 1.98 ERA since becoming



Liam Hendriks, who posted a 1.79 ERA over the past two seasons with Oakland, signed an unusual contract with the White Sox. ROBERT HANASHIRO/USA TODAY SPORTS

the A's full-time closer during the 2019 season, with a 0.897 WHIP the past two years.

The outpouring of interest was humbling, but Hendriks and his agency knew they had to weed out teams to gauge their real interest. So they decided to set up Zoom calls with COVID-19 preventing personal visits. If teams really weren't serious, they realized they'd have no interest in setting up hour-long calls with their front office and coaching staff.

Hendriks and his wife decided they wanted to be on calls together. They would listen to teams talk about their dedication toward building a World Series contender, their philosophy on bullpen usage, and how the couple could make an impact in the community with charitable endeavors.

'Full-court press'

The calls began the week of Nov. 30 with the Toronto Blue Jays, Los Angeles Dodgers and Houston Astros.

The second week was the White Sox. The calls lasted 60 to 75 minutes with the team's GM, manager, pitching coach and at least one analytic staff member on every call. Some even had employees from their community relations department. Hendriks and his wife took meticulous notes.

"We set up the Zoom calls because we wanted to get a feel of the organization, grasp their organizational direction, see how the pitching coach and my thoughts intertwined with one another," Hendriks said. "I didn't want to go to a place that had a cookie-cutter mode on how to use guys. I wanted to see the back-and-forth, and see what works for both sides, and make sure I fit in the organization."

"I needed my wife to be on board, too. We do everything as a partnership. I'm going to have to transport her entire life to a new city. I wanted her to go somewhere she would be the happiest."

The White Sox, realizing the first impression would be the most lasting, had White Sox executive vice president Ken Williams, Hahn, manager Tony La Russa, assistant general manager Jeremy Haber, assistant GM/player development Chris Getz (his teammate in 2014 with Toronto) and pitching coach Ethan

Katz on their call.

"We put on the full-court press," Hahn said. "We were all impressed by Liam and Kristi. Their answers were extremely thoughtful. They were very up to speed with our on-field and off-the-field endeavors and the city of Chicago. They absolutely became prepared and left a really positive impression on the call. When we all got off that call we were very fired up trying to make it work."

Hendriks was captivated and charmed, particularly by La Russa. They knew each other from ARI, the Animal Rescue Foundation founded by La Russa and his wife, Elaine, in which Liam and Kristi donated their time and money.

"Tony would come down to our clubhouse in Oakland and we would talk," Hendriks said. "I loved his mindset on the way he manages. He knows how to run a bullpen. I mean, he was the one who established that closer's role with Dennis Eckersley. I appreciated his old-school vibe. If a guy is pitching well, let him pitch. I told him I always want that ball."

The White Sox didn't bother camouflaging their interest, and all of their moves were designed with Hendriks in mind. They traded for Lance Lynn of the Texas Rangers on Dec. 8 instead of venturing into the pitching free agent marketplace. They wanted to save money on an outfielder and two days later officially signed Adam Eaton for \$8 million. Meanwhile, the White Sox kept recruiting Hendriks, with La Russa personally calling several times. So did pitcher Lucas Giolito and other White Sox players.

"The thing that was most impressive is that he and his wife had done a lot of research about the team," La Russa said. "The only question is he wondered how the bullpen would be handled. I told him we make decisions based on both observation and analytics. You got to watch and see what you see, right. If you have a good legitimate closer, you set the plan for the bullpen that day to get him the ball in the ninth."

And there was the money. Hendriks had offers from five teams by Dec. 10. The White Sox started with an initial proposal of two years and an option guaranteeing just less than \$20 million.

"I was not going to eliminate any teams on the surface," Hannaford said. "My job as an agent is that Liam was approaching this with an open mind. I told them that he will give everybody interested an opportunity to sell themselves on him and his wife. Where this ends up, I don't know."

"But when a team like the White Sox continued to be engaged, Tony reaching out, players reaching out, he was feeling the love. We said if this is real, let's take it to a level where we can get it done."

'How can we bridge the gap here?'

There was a lull in conversations with everyone during the holidays, but teams circled back in January and increased their offers. The White Sox proposed a three-year deal for just more than \$40 million. Hendriks and Hannaford, believing they could get a four-year deal, or at least \$48 million over three years, held their ground.

Still, while Hannaford was engaged with teams on potential four-year deals, the White Sox were adamant they would not go past three years. They reached a stalemate, and the White Sox feared the Astros and Blue Jays would provide four-year deals.

"There was no way I was going to commit to a regular four-year contract," White Sox chairman Jerry Reinsdorf said, "so I was thinking, 'How can we bridge the gap here?'"

Reinsdorf, who owns the Chicago Bulls, decided to try an NBA tactic, one he talked about for years with Williams and Hahn. He would offer a three-year deal for \$39 million, with a club option for \$15 million. The twist? The buyout, after several tweaks, would be the exact same as the salary. So Hendriks would be paid \$54 million whether he pitches three years or four years.

"Hannaford not only grasped what we wanted to do," Hahn said, "but came up with the structure to make sure it complied with the CBA."

If the White Sox do not pick up the option, the \$15 million buyout would be spread out over 10 years, paying him \$1.5 million a year without interest, valuing the contract at \$51.66 million.

"While I knew we weren't really going to save any money," Reinsdorf said, "the reason I proposed 10 years is that it would give us some cash flow relief. The player would get the same money he was going to get, but if we had to let him go, I didn't want to have a \$15 million payment for the year if we had to replace him. It just made it easier to absorb the pain if we had to let him go. If we didn't do that, I don't think we would have gotten him."

A day later, on Jan. 11, the deal was finalized. Hendriks would receive a \$1 million signing bonus, \$31 million this year, \$13 million in 2022, \$14 million in 2023 and a \$15 million club option with a \$15 million buyout.

The fascinating aspect of the deal's structure is that Hendriks could potentially earn more money if he struggles in 2023 and the White Sox decide not to pick up his option. The White Sox would still owe him the \$15 million and he could re-enter the free agent market.

"I had a lot of fun in the free agent process," Hendriks said. "Now, here I am wearing that black slimming uniform. Hopefully, I'll soon be wearing a World Series ring too."

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NOTICES
PUBLIC NOTICES Notice to Bidders Region 14 ESC (the "Lead Agency"), on behalf of National Cooperative Purchasing Alliance (NCPA) and public agencies in all 50 states, that expect to award the Master Agreement is soliciting proposals to enter into Master Agreements for: <ul style="list-style-type: none"> • Building and Facilities Supplies and Services #11-21 • Facilities and Asset Management Information Systems #02-21 • Firefighting Equipment and PPE #08-21 • HVAC Equipment, Installation, Service, & Related Products/Supplemental #01-21 • Intermediate Term Financing Programs and Related Services #08-21 • Modular & Pre-Engineered Buildings #03-21 • Real Time Digital Road Safety Spotter and Evidence Capture Technology #05-21 • Playground Surfacing and Other Surfacing Solutions #10-21 • STEM Education programs including Artificial Intelligence, and Robotics Development Curriculum #05-21 • UVC Stationary and Autonomous Indoor Air Cleaning Systems and Services #04-21 Due Thursday, March 25, 2021 at 2:00 pm CST Responses shall be received electronically no later than the submit deadline via our online Bidline portal at ncpa.bonfirehub.com . To request a copy of specifications, please visit NCPA's website www.ncpa.us

PUBLIC NOTICE
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30pm Central Time, and late proposals will not be considered.
BUSINESS FINANCIAL SERVICES \$200K IN UNSECURED CREDIT No income or job verification, no collateral. Plus boost your FICO 200 points in 90 days. Free book reveals details, limited supply: www.creditsecretsfree.com
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HEALTH/FITNESS ATTENTION If you've had Hernia Surgery and have experienced any COMPLICATIONS you may be entitled to SIGNIFICANT CASH COMPENSATION. CALL THE HERNIA MESH HELPLINE NOW AT 800-478-7176
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BOOKS / PUBLICATIONS
A Garden Observed: Cultivating A Life by Melanie Boyer Enchanting 220 page coffee-table devotional filled with garden photography Available on Amazon
TRAVEL CAMPGROUNDS Celebrate 2021 at Boulder Creek Lodge Montana "The Happiest Place in Montana" Think Montana Boulder Creek Lodge is nestled in beautiful southwest Montana a location between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Philipsburg, 16 or midway between Glacier National Forest and Yellowstone. During your visit plan on taking a scenic drive, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Billingsley, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features: Cabins, Glamping Tents and Condos, Winery, RV Park, restaurant and free string wii.
4 Boulder Creek Road, Philipsburg, MT 59859 Boulder Creek Lodge Montana Call 406-859-5190 www.bouldercreeklodge.com

NOTICES

PUBLIC NOTICE


Sourcwell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Bulk Solid Waste and Recycling Equipment** to result in a contracting solution for use by its Participating Entities.

Sourcwell 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 Sourcwell Procurement Portal
<https://proportal.sourcwell-mn.gov>.

Only proposals submitted through the Sourcwell Procurement Portal will be considered.

Proposals are due no later than April 6, 2021, at 4:30pm Central Time, and late proposals will not be considered.



Alberta Purchasing
Connection



Opportunity Notice

Bulk Solid Waste and Recycling
Equipment

Category: Goods

This opportunity is now closed.

View Bid Package

View Interested Vendors (Bidders)

Opportunity Information

Organization:

Rural Municipalities of Alberta (RMA)

Organization Address:

2510 Sparrow Drive

Reference Number:

AB-2021-00970

Solicitation Number:

AB-2021-00970

Solicitation Type:

Request for Proposal

Posting (MM/dd/yyyy):

02/16/2021

04:30:00 PM Alberta Time

Closing (MM/dd/yyyy):

04/06/2021

03:30:00 PM Alberta Time

Last Update (MM/dd/yyyy):

02/16/2021

04:14:46 PM Alberta Time

Agreement Type:

NWPTA/TILMA & CFTA & CETA

Region of Opportunity:

Open

Region of Delivery:

Alberta

Opportunity Type:

Open & Competitive

Commodity Codes:

N7240B: CAN
N7240H: Container, recycling
N4250: Recycling and Reclamation Equipment
N3990B: Compacting Unit, Refuse, Stationary, Standard Commercial
N7240F: WASTE RECEPTACLES
N4540: Waste Disposal Equipment
N3990P: Compactor, Garbage - Marine and Industrial

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

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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**Bid RFP #RFP 040621 - Bulk Solid Waste and Recycling Equipment**[\[Switch to Vendor View\]](#)Bid Type **RFP**Bid Number **RFP 040621**Title **Bulk Solid Waste and Recycling Equipment**Start Date **Feb 16, 2021 9:31:07 AM CST**End Date **Apr 6, 2021 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

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report]
[Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

Only proposals submitted through the Sourcewell Procurement Portal at https://proportal.sourcewell-mn.gov will be considered.

Pre-Bid ConferenceDate **Mar 16, 2021 10:00:00 AM CDT**Location **Web Conference**

Notes **Log in instructions will be posted to the Sourcewell Procurement Portal at https://proportal.sourcewell-mn.gov two business days prior to the Pre-Proposal.**

Documents

No Documents for this bid

EXHIBIT 3

Customer Support: agency support@publicpurchase.com | Copyright 1999-2021 © | The Public Group, LLC. All rights reserved.



Bid Details

Goods

RFP - General

RFP 040621

Bulk Solid Waste and Recycling Equipment

Closed

Tue Apr 6, 2021 4:30:00 PM (CDT)

Tue Mar 30, 2021 4:30:00 PM (CDT)

Refer to project document

Refer to project document

Refer to project document

Not Applicable

English unless specified in the bid document

Online Submissions Only

Online Submissions Only

No

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment to result in a contracting solution for use by its Participating Entities.

Solid Waste and Recycling Equipment to result in a contracting solution for use by its Participating Entities.

Source: Well 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 can be found on the Sourcewell Procurement Portal (<https://procurement.sourcwell.com>). Only proposals submitted through the Sourcing Portal will be considered. Proposals are due no later than

proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 5, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

April 6, 2021, at 4:30 p.m. Central time, and late proposals will not be considered.

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.

Show Categories [+]

Download Bid Documents

[Download Bid Documents](#)

Publish [Verify Contents](#)

Save as Template

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

Mandatory Information

Solicitation Type	RFP	Solicitation Number	040621
Solicitation Name	Bulk Solid Waste and Recycling Equipment	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	040621 Bulk Solid Waste
--------------------------------	-------------------------

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$80,000,000.00
Publish Date	02/16/2021	Closing Date & Time	04/06/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Business Services/ Supplies

Recycling Goods and Waste Removal / Management Services	Recycling of goods, garbage bins, removal/hauling of hazardous waste disposal services, shredding, waste management, bio solid, shredding services, leaf collection service etc
---	---



Solicitation Overview



Bulk Solid Waste and Recycling Equipment

040621

Closing Date: 04/06/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

➤ Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

✉ Email Address

carol.jackson@sourcewell-mn.gov

PENDING

Bulk Solid Waste and Recycling Equipment

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.

Notice

Basic Information

Estimated Contract Value (CAD) \$20,000,000.00 (Not shown to suppliers)
Reference Number 0000193022
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number RFP 040621
Title Bulk Solid Waste and Recycling Equipment
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type One Time Only
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2021/02/16 10:14:11 AM EST
Question Acceptance Deadline 2021/03/30 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2021/04/06 05:30:00 PM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing Lump sum
Pricing Lump sum
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	No

Categories

Selected Categories

GSIN Categories (2)	
G	Goods Goods
N45	Plumbing, Heating, And Sanitation Equipment Plumbing, Heating, And Sanitation Equipment
N4540	WASTE DISPOSAL EQUIPMENT WASTE DISPOSAL EQUIPMENT
N72	Household And Commercial Furnishings And Appliances Household And Commercial Furnishings And Appliances
N7240F	WASTE RECEPTACLES WASTE RECEPTACLES
MERX Category (1)	
U	Other Other
U	Undefined Undefined
UNSPSC Categories (9)	
76000000	Industrial Cleaning Services
76120000	Refuse disposal and treatment
76121500	Refuse collection and disposal
76121600	Nonhazardous waste disposal
76121700	Liquid waste treatment
76121800	Refuse treatment
76121900	Hazardous waste disposal
76122000	Landfill services
76122100	Waste to fuel blending services
76122200	Waste incineration services
47000000	Cleaning Equipment and Supplies
47120000	Janitorial equipment
47121700	Waste containers and accessories



Proposal Opening Record

Date of opening: April 6, 2021

Sourcewell posted Request for Proposal #040621, for the procurement of Bulk Solid Waste and Recycling Equipment, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, February 16, 2021, and the solicitation remained in an open status within the portal until April 6, 2021, 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 April 6, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #040621 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:

BAKERS WASTE EQUIPMENT, Inc. - Submitted 4/06/21 at 8:56:26 AM
Box Gang Manufacturing, LLC - Submitted 4/06/21 at 2:33:36 PM
Builtrite Manufacturing, Inc. - Submitted 4/06/21 at 3:10:30 PM
Busch Systems International, Inc. - Submitted 4/06/21 at 4:10:02 PM
Environmental Metal Works, Ltd. - Submitted 4/06/21 at 3:54:48 PM
GRYB USA - Submitted 4/06/21 at 2:14:38 PM
Hol-Mac Corporation - Submitted 4/06/21 at 11:43:21 AM
Iron Container, LLC - Submitted 4/05/21 at 12:51:47 PM
Marathon Equipment Company - Submitted 4/05/21 at 3:32:17 PM
Midwest Welding and Machine, Inc. - Submitted 4/06/21 at 1:06:11 PM
Petersen Industries, Inc. - Submitted 3/29/21 at 3:22:54 PM
PTR Baler and Compactor Company - Submitted 4/06/21 at 2:48:15 PM
Reaction Distributing, Inc. - Submitted 4/05/21 at 12:15:59 PM
Sebright Products, Inc. - Submitted 4/06/21 at 7:59:57 AM
Sierra International Machinery, LLC - Submitted 4/06/21 at 3:46:16 PM
Stellar Industries - Garner, IA - Submitted 4/06/21 at 1:09:47 PM
SwapLoader USA, LTD - Submitted 4/06/21 at 9:52:49 AM
Ultimate Specialties, LLC - Submitted 4/06/21 at 2:12:46 PM
Universal Handling Equipment Company, Ltd. - Submitted 4/06/21 at 3:41:54 PM

Warren Equipment, Inc. - Submitted 4/06/21 at 9:36:47 AM

Wastequip Manufacturing Company, LLC - Submitted 4/06/21 at 11:17:52 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on April 6, 2021, at 4:30:49 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

Kim Austin

6830543C58384D1...

Kim Austin, MBA, CPPB Procurement Lead Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Bulk Solid Waste and Recycling Equipment RFP #040621

	Bakers Waste Equipment, Inc. (BWE & Pinnacle Compactors)	Box Gang Manufacturing, LLC	Bullrite Manufacturing, Inc.	Busch Systems International, Inc.	Environmental Metal Works, Ltd.	GRVB USA dba GRYB, Bateman, Winkle, Sero Loaders and ShearEx	Hol-Mac Corporation	Iron Container, LLC	Marathon Equipment Comp	Midwest Welding & Machine, Inc.	Petersen Industries, Inc.
Possible Points											
Conformance to RFP Requirements	50	38	37	37		36		41	40	43	
Pricing	400	328	283	324	262	278		331	300	337	37
Financial Viability and Marketplace Success	75	60	57	59		54		63	61	65	323
Ability to Sell and Deliver Service	100	76		69		63					54
Marketing Plan	50	37	35	41	65	70		75	70	80	61
Value Added Attributes	75	63	55	59	36	39		41	37	45	34
Warranty	50	39	40	40	57	52		58	50	60	53
Depth and Breadth of Offered Equipment, Products, or Services						39		43	41	45	38
Total Points	200	164	129	130	138	129		154	130	154	113
Bank Order	1,000	738	706	759	687	729	19	4	11	829	713
		5	15	7						2	13

	PTR Baler & Compactor Company	Reaction Distributing, Inc.	Sebright Products, Inc.	Sierra International Machinery, LLC	Stellar Industries, Inc.	Swaploader USA, LTD	Ultimate Specialties, LLC	Universal Handling Equipment Company, Ltd.	Warren Equipment, Inc.	Wastequip Manufacturing Company, LLC
Possible Points										
Conformance to RFP Requirements	50	38	32	39		37		31	39	36
Pricing	400	324	246	308	271	282		194	260	273
Financial Viability and Marketplace Success	75	53	49	61		57		48	58	53
Ability to Sell and Deliver Service	100	68	71	70	69	68		60	60	63
Marketing Plan	50	34	29	34	39	38		28	38	29
Value Added Attributes	75	55	56	51	54	53		53	53	29
Warranty	50	41	32	40		41		32	40	39
Depth and Breadth of Offered Equipment, Products, or Services										
Total Points	200	142	114	141	146	131		93	155	141
Bank Order	1,000	755	629	744	720	707	14	21	703	689
		8	20	9					16	18

DocuSigned by:
Chris Robinson, CP5M, Procurement Manager
74344ABE234E7...

DocuSigned by:
Greg Grunig
70DDCEFD8B3D45D...

Greg Grunig, Procurement Lead Analyst

DocuSigned by:
Bill Davison
679614EF597034EA...

Bill Davison, CPPO, NIGP-CP, Procurement Analyst

DocuSigned by:
Beverly Hoemberg
38384C13F1E84C7...

Beverly Hoemberg, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #040621
Entitled

Bulk Solid Waste and Recycling Equipment

The following advertisement was placed February 16, 2021 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and February 17, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Bulk Solid Waste and Recycling Equipment 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 April 6, 2021, 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:

AMERICAN HOSE & HYDRAULICS	PTR Baler and Compactor Company
BAKERS WASTE EQUIPMENT, Inc.	RATE Inc. dba Randco Tanks
Bio-USA, Inc.	Reaction Distributing, Inc.
Blankenship Equipment Repair, Inc.	ReCollect Systems, Inc.
Box Gang Manufacturing, LLC	Regina Construction Association
Brockett Welding Fabrication and General Contracting, LLC	Rehrig Pacific Company
Builtrite Manufacturing, Inc.	Scranton Manufacturing Co., Inc.
Busch Systems International, Inc.	Sebright Products, Inc.
Cascade Engineering, Inc.	Sierra International Machinery, LLC
Chevin Fleet Solutions, LLC	Spartan Truck Company, Inc.
ConstructConnect	Stellar Industries - Garner, IA
Environmental Metal Works, Ltd.	Stinar, LLC
FILCO CARTING CORP.	Super Save Group of Companies

Sourcewell

Fusion West Manufacturing, Inc.	SwapLoader USA, LTD
GRYB USA	Switch-N-Go, LLC
Halton Recycling Ltd. dba Emterra Environmental	T & T Disposal Services, LTD
Hol-Mac Corporation	Toter, LLC
Iron Container, LLC	Ultimate Specialties, LLC
Marathon Equipment Company	Universal Handling Equipment Company, Ltd.
MARREL CORPORATION	Warren Equipment, Inc.
Metro Compactor Services, Inc.	Wastequip Manufacturing Company, LLC
Midwest Welding and Machine, Inc.	Western Oilfields Supply Company
Nexgen Municipal, Inc.	Western Systems and Fabrication, LLC
Palfinger US Holdings, INC.	Xenon Services, LLC
Petersen Industries, Inc.	

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 April 6, 2021, at 4:30:49 pm CT. Proposals were received from the following:

BAKERS WASTE EQUIPMENT, Inc.
 Box Gang Manufacturing, LLC
 Builtrite Manufacturing, Inc.
 Busch Systems International, Inc.
 Environmental Metal Works, Ltd.
 GRYB USA
 Hol-Mac Corporation
 Iron Container, LLC
 Marathon Equipment Company
 Midwest Welding and Machine, Inc.
 Petersen Industries, Inc.
 PTR Baler and Compactor Company
 Reaction Distributing, Inc.
 Sebright Products, Inc.
 Sierra International Machinery, LLC
 Stellar Industries - Garner, IA
 SwapLoader USA, LTD
 Ultimate Specialties, LLC
 Universal Handling Equipment Company, Ltd.
 Warren Equipment, Inc.
 Wastequip Manufacturing Company, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
 Chris Robinson, Procurement Manager
 Bill Davison, Procurement Analyst
 Beverly Hoemberg, Procurement Analyst

Sourcewell

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.

Box Gang Manufacturing, LLC, is a certified SBE offering a variety of refuse and recycling containers, loaders, compactors and balers. They have an internal sales and service team, and a network of dealers, to serve participating entities across the U.S. and Canada. Box Gang offers a solid pricing discount to Sourcewell participating entities.

Hol-Mac Corporation is offering a broad range of equipment for the loading and hauling of refuse and recycling products. Their dealer network offers Sourcewell participating entities access to service and sales support across the U.S. and Canada. Hol-Mac provides standard training to new equipment operators. Their proposal reflects sizable discounts from list pricing for Sourcewell participating entities.

Marathon Equipment Company presents a complete line of containers, balers, and compactors. Utilizing their network of over 100 dealers, along with their internal team, they can service the U.S. and Canadian participating entities. Marathon Equipment offers significantly discounted pricing to Sourcewell participating entities.


Petersen Industries, Inc., offers a range of equipment used in the loading or unloading of recycling and waste products and receptacles. They have the ability to serve Sourcewell participating entities with products and personnel covering the U.S. and Canada. Petersen Industries is offering a competitive discount from published list pricing.

Wastequip Manufacturing Company, LLC, is offering Sourcewell participating entities a broad and deep line of waste and recycling containers, compactors and equipment to load and unload various end products. They have partners that cover financing and leasing options, if needed. With 50 state coverage and service available in Canada, Wastequip is ready to serve Sourcewell participating entities. They offer a range of solid discounts from catalog list pricing by product category.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #040621 to:

Box Gang Manufacturing LLC	#040621-BXG
Hol-Mac Corporation	#040621-HMC
Marathon Equipment Company	#040621-MEC
Petersen Industries, Inc.	#040621-PII
Wastequip Manufacturing Company LLC	#040621-WQI

The preceding recommendations were approved on May 24, 2021.

DocuSigned by:


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Greg Grunig, Procurement Lead Analyst

Sourcewell

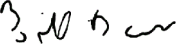
DocuSigned by:



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Chris Robinson, CPSM, Procurement Manager

DocuSigned by:



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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:



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Beverly Hoemberg, Procurement Analyst

Sourcewell

STATEMENT OF COMPLIANCE

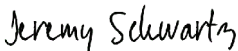
As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #040621 for Bulk Solid Waste and Recycling Equipment**.

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:



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Jeremy Schwartz, CSSBB, CPPO

Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Sharon Thiel moved the adoption of the following Resolution:

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

Resolution No. 2020-31

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

Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and Kircher

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

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS -December 2020

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Plastic Refuse and Recycling Container Solutions and Related Equipment, Supplies and Accessories

Tree and Vegetation Management Equipment, Attachments, and Accessories

Facilities Maintenance Services

Special Education Teletherapy Services

Requesting Board permission to Re-Solicit the following categories:

Auction Services with Related Solutions (published 12/08/20)

Bulk Solid Waste and Recycling Equipment with Related Services, Accessories and Supplies

Grounds Maintenance Equipment, Attachments, and Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
MSC Industrial Supply	101320-MSI	"Janitorial Supplies and Equipment with Related Services"
Staples Contract & Commercial, LLC	101320-SCC	"Janitorial Supplies and Equipment with Related Services"
W.W. Grainger, Inc.	101320-WWG	"Janitorial Supplies and Equipment with Related Services"
Dover Fueling Solutions, Inc.	092920-DVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
E.J. Ward, Inc.	092920-EJW	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Gilbarco, Inc.	092920-GVR	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Graco, Inc.	092920-GRC	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
JF Petroleum Group	092920-JFA	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Multiforce Systems Corp.	092920-MTF	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Syn-Tech Systems, Inc.	092920-SYS	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Titan Chemical Transfer Solutions, LLC	092920-TAN	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"
Western Global	092920-WST	"Aboveground Fuel and Fluid Storage with Related Hardware, Software, and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Gilbarco Veeder-Root	022217-GVR	"Fleet Management and Related Technology Solutions"
Synovia Solutions	022217-SSL	"Fleet Management and Related Technology Solutions"
Pitney Bowes	041917-PIT	"Mailing and Postage Equipment with Related Software, Accessories, Services and Supplies"
National Auto Fleet Group	081716-NAF	"Class 6, 7, and 8 Chassis with Related Equipment"
Falcon Road Maintenance	052417-FRM	"Roadway Maintenance Equipment"
Audio Enhancement, Inc.	111616-AEI	"Classroom Audio Technology Equipment with Related Accessories, Services and Supplies"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number	
Minnesota Exteriors, Inc.	MN-TMA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-SEA-GC03-120518-KRU	
Kraus-Anderson Construction Company	MN-SWA-GC02-120518-KRU	
Kraus-Anderson Construction Company	MN-NCM-GC04-120518-KRU	
Innovative Builders of Alexandria, Inc.	MN-RRV-GC01-120518-IBA	
McDowall Company	MN-RRV-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-IRA-GC02-120518-KRU	
Solid Rock Construction	MN-CMA-GC03-120518-SRC	
Kraus-Anderson Construction Company	MN-TMA-GC05-120518-KRU	
Nor-Son, Inc.	MN-IRA-GC01-120518-NSI	
Nor-Son, Inc.	MN-SEA-GC01-120518-NSI	

Nor-Son, Inc.	MN-TMA-GC02-120518-NSI	
RAK Construction, Inc.	MN-TMA-GC01-120518-RAK	
Solid Rock Construction	MN-TMA-GC03-120518-SRC	
RAK Construction, Inc.	MN-CMA-GC01-120518-RAK	
Nor-Son, Inc.	MN-NCM-GC02-120518-NSI	
Nor-Son, Inc.	MN-CMA-GC02-120518-NSI	
Nor-Son, Inc.	MN-RRV-GC02-120518-NSI	
Nor-Son, Inc.	MN-SWA-GC01-120518-NSI	
Bituminous Roadways, Inc.	MN-TMA-P01-120518-BRI	
McDowall Company	MN-TMA-R02-120518-MDC	
Minnesota Exteriors, Inc.	MN-SEA-R01-120518-MEI	
McDowall Company	MN-IRA-R02-120518-MDC	
Solid Rock Construction	MN-NCM-GC03-120518-SRC	
Minnesota Exteriors, Inc.	MN-CMA-R01-120518-MEI	
McDowall Company	MN-NCM-R02-120518-MDC	
Kraus-Anderson Construction Company	MN-RRV-GC03-120518-KRU	
L.S. Black Constructors, Inc.	MN-TMA-GC04-120518-LSB	
McDowall Company	MN-CMA-R02-120518-MDC	
McDowall Company	MN-SWA-R02-120518-MDC	
Mid-Minnesota Hot Mix	MN-CMA-P01-120518-MHM	
Minnesota Exteriors, Inc.	MN-NCM-R01-120518-MEI	
Minnesota Exteriors, Inc.	MN-RRV-R01-120518-MEI	
Solid Rock Construction	MN-SEA-GC02-120518-SRC	
Anderson Brothers	MN-NCM-P01-120518-ABC	
Hy-Tec Construction	MN-NCM-GC05-120518-HTC	
Minnesota Exteriors, Inc.	MN-SWA-R01-120518-MEI	
Kraus-Anderson Construction Company	MN-CMA-GC04-120518-KRU	
Minnesota Exteriors, Inc.	MN-IRA-R01-120518-MEI	

**SOURCEWELL
STATE OF MINNESOTA**



Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-15

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

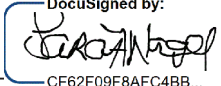
WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

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 Thiel
and the following voted in favor: (list names here)
Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts
and the following voted against: (list names here or "NONE")
None
whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2021
CONSENT AGENDA ITEMS
Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Roadway Paving Equipment
 Vehicles, Cars, Vans, SUVs and Light Duty Trucks with Related Equipment, and Accessories
 Express Courier, Shipping and Logistics

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Auto Plus Auto Parts	032521-PEP	"Aftermarket Vehicle Parts and Supplies"
Imperial Supplies, LLC	032521-IMP	"Aftermarket Vehicle Parts and Supplies"
Jasper Holdings, Inc.	032521-JAS	"Aftermarket Vehicle Parts and Supplies"
NAPA Auto Parts	032521-GPC	"Aftermarket Vehicle Parts and Supplies"
O'Reilly Auto Parts	032521-ORA	"Aftermarket Vehicle Parts and Supplies"
Cascade Engineering, Inc.	041521-CEI	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
ReCollect Systems, Inc.	041521-RCS	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Rehrig Pacific Company	041521-REH	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Toter, LLC	041521-TOT	"Plastic Refuse and Recycling Containers with Related Technology Solutions"
Eduporium, Inc.	040121-EDU	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
H2I Group	040121-H2I	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Lakeshore Learning Materials	040121-LSH	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Palmer Hamilton, LLC	040121-PHL	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Prophet Corp./STEM Supplies	040121-STM	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Sid Tool Co./MSC Industrial Supply	040121-MSI	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
STEM For Kids	040121-SFK	"STEM Curriculum Solutions and Equipment with Related Accessories, Supplies and Services"
Box Gang Manufacturing	040621-BXG	"Bulk Solid Waste and Recycling Equipment"
Hol-Mac Corporation	040621-HMC	"Bulk Solid Waste and Recycling Equipment"
Marathon Equipment Company	040621-MEC	"Bulk Solid Waste and Recycling Equipment"
Petersen Industries, Inc.	040621-PII	"Bulk Solid Waste and Recycling Equipment"
Wastequip Manufacturing Company, LLC	040621-WQI	"Bulk Solid Waste and Recycling Equipment"
Facility Optimization Solutions, LLC	050421-FAC	"JOC or IQCC Program Management Consulting Services"
The Gordian Group, Inc.	050421-GGI	"JOC or IQCC Program Management Consulting Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
APi National Service Group	031517-API	"Facility Security Equipment, Systems and Services with Related Equipment and Supplies"
The Toro Company	062117-TTC	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Bandit Industries, Inc.	062117-BAN	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Kubota Tractor Corporation	062117-KBA	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Deere & Company	062117-DAC	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"
Morbark, LLC	062117-MBI	"Grounds Maintenance Equipment, Attachments, Accessories and Related Services"

NEW eziQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

eziQC RENEWALS

Company Name	Contract Number

Petersen Industries #040621-P11

Pricing for contract #040621-P11 offers Sourcewell participating agencies the following discounts:

- 2% discount off list price

***All pricing is currently subject to a surcharge of up to 10%

**EXHIBIT B
INSURANCE REQUIREMENTS**

NOT APPLICABLE

January 25, 2024

City of Stockton
1465 S. Lincoln Street
Stockton, CA 95206

Tel: 209-774-6179
alanna.bindi@stocktonca.gov

Attention: Alanna Bindi, Project Manager

We are pleased to provide the following quotation on the Petersen Industries Route Assist Grapple Loader with Hardox Dump Body mounted on a new Freightliner M2 106 from the Sourcewell program Contract No. #040621-PII for your review.

One (1) Each TR3 Route Assistant Grapple Loader complete with the following standard equipment:

Main Information:

- 20 Ft. Boom Reach Includes 4 Ft. Telescoping Extension
- Lifts 3,200 Lbs. when Fully Extended at 20 Ft.
- At 10 Ft. Maximum Lift Capacity is 7,100 Lbs.

Controls:

- Greaseless Proportional Dual Walk-Thru Standard Lever Controls are Operational from Either Side of the Truck

H-Style Outriggers:

- Horizontal and Vertical Outriggers Act Independently of Each Other. Allows the Operator to Custom Place Around Obstructions and Traffic Patterns

Boom-Up Alarm:

- Notifies the Operator when the Boom is Over Legal Travel Height with an Audible Buzzer and Red Light

Minimal Hose Exposure:

- "Enclosed Hose Recoil System" and a Bucket with No Hoses Below the Rotator

Single Cylinder Bucket:

- A Large Cylinder and Manifold Block Keep Hoses out of Work Areas, Allowing for a Stronger Bite Force, and Ensuring that Both Sides Always Work Together

Standard Bucket Features:

- All Purpose Clamshell Design, 4 Feet Wide with an Opened Width of 5 Feet
- High Impact Tempered Steel Used on Bucket Cutting Edges for Extended Life
- Reverse Curve Shape Helps Prevent Scalping of Lawns
- Continuous Rotation
- No Hoses Below Bucket Rotator

Wheelbase:

- Petersen Specifically Designs their Units to have the Best Turning Radius while Keeping a Comfortable Operator Platform

January 25, 2024

City of Stockton

Petersen Industries TR3 Route Assistant Grapple Loader & HDX-2030 Hardox Body Quote

Page 2

Warranty:

- Three Year Structural, One Year Hydraulic.

Including the following selected loader features:

- Heavy Duty Swing Motor
- Extended Pedestal
- Quadstick Mech Controls (Upgrade for TL)
- Grating Heat Shield (For Dual Controls Only)
- Reflective Tape, Outriggers
- HDHI Outrigger Strobe
- Standard Bucket 60"
- Boom-Up Warning Light/Audible Alarm
- Hose Guards – Head & Valve Bank
- HD Control Box – Throttle Engine Kill & Horn
- Tandem Pump in lieu of Single 18 GPM
- Loader Single Color P.I. Orange

Complete with HDX-2030 Hardox Dump Body including the following selected features:

- 1/8" Sides, 3/16" Floor
- PI Self-Winding Load Covering Device (Add-On)
- Single Piece Rear Door (Replaces Std Barn Doors)
- Wire Loom for Body Wiring
- LED Type Body Lights, 15 Each
- Amber LED Flashers in Rear, Corner Post
- Work Lights (Set of 2) (Curbside Under Body)
- Work Lights (Set of 2) (Streetside Under Body)
- ANSI Z245 Package
- Rear Camera Mounted in Rear Marker Light-TV-550
- Route Assistant Full Trough
- Body Color – Black

Mounted on a new 2024 Freightliner M2 106 truck chassis complete with the following features:

- Cummins L9 350HP/1050LB-FT Torque
- Allison 3500 RDS Transmission
- 37,000 GVW
- Driver's Side Air Seat
- Air Conditioning
- AM/FM
- Painted White

January 25, 2024

City of Stockton

Petersen Industries TR3 Route Assistant Grapple Loader & HDX-2030 Hardox Body Quote

Page 3

Sourcewell Price F.O.B. Stockton, CA	\$250,682.04
Petersen 2024 Model Price Increase	<u>4,366.88</u>
Sub-Total	\$263,374.92
9.0% Estimated Sales Tax	23,703.74
Dealer PDI/Training	2,526.44
CA Tire Fee (6 @ \$1.75 Each)	<u>10.50</u>
Total	\$289,615.60

- **City's Purchase Order to be prepared and sent directly to the Sourcewell Contract Assignee:**
Municipal Maintenance Equipment, Inc. 4634 Mayhew Road Sacramento, CA 95827
Tel: 916-922-1101 Fax: 916-922-1034 Nancy Steffan – nsteffan@source-mme.com
- Quotation includes delivery and on-site training.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Normal delivery 150-210 days after receipt of chassis, depending on component availability during production.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: per Sourcewell Program
- Quotation valid for 15 days.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.



James Wheeler,
General Manager