

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 07/15/25

Resolution  Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement for bulk solid waste and recycling equipment for the Department of General Services.

Submitted to Planning Commission?  N/A  Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: \_\_\_\_\_ Requested By: \_\_\_\_\_

Affected Department(s): \_\_\_\_\_ Affected Council District(s): \_\_\_\_\_

**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

<b>FINANCE</b> Amount +/-: \$ _____ <b>Funding Source:</b> Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	<b>Match: \$</b> _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Elizabeth Jefferson</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>7/7/2025   10:24 AM CDT</u> <b>APPROVED BY</b> <b>FINANCE DIRECTOR'S OFFICE:</b> <u>Jennine Reed/mjw</u>

**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

**Approved by Administration:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**DEPARTMENT OF LAW**      Date to Dept. of Law: \_\_\_\_\_      Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_      For Council Meeting: \_\_\_\_\_       E-mailed Clerk

All Dept. Signatures     Copies     Backing     Legislative Summary     Settlement Memo     Clerk Letter     Ready to File

Resolution No. \_\_\_\_\_

A resolution accepting the terms of a cooperative purchasing master agreement for bulk solid waste and recycling equipment for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota public entity, and Hol-Mac Corporation; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota public entity, and Hol-Mac Corporation, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland  
Dennis Rowland  
Purchasing Agent

INTRODUCED BY:

\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjr  
Jenneen Reed, Director  
Department of Finance

\_\_\_\_\_  
Member(s) of Council

APPROVED AS TO FORM AND

LEGALITY:

*Tessa A. O'Leary-Murphy*

---

Assistant Metropolitan Attorney



# Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

## Departmental Information

**What is your name?** Grace Wichert

**What is your department?** General Services- Office of Fleet Management

**What is your email address?** grace.wichert@nashville.gov

**What is your phone number?** (615) 862-5084

**In addition to your department, will other Metro departments be utilizing this cooperative?** Yes.

**If other Metro departments will be utilizing this cooperative, list them here:** Metro-Wide

**How much do you estimate spending on this cooperative contract?** \$1,000,000.00

## Cooperative Information

**What is the cooperative entity?** Cooperative - Sourcewell.

**What is the lead agency?** Sourcewell

**Who is the supplier?** Hol-Mac, Inc.

**Is the supplier registered in iSupplier?** No.

**If yes, what is the supplier's ISN?** 9904

**What is the contract number?** 040621-HMC

**When did the contract start?** Tuesday, June 1, 2021

**When does the contract end?** Tuesday, June 2, 2026

**What was the solicitation method for this contract?** RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**  
Bulk solid waste and recycling equipment

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**  
Utilizing this pre-negotiated contract will provide Metro a quick and viable option to procure specialized waste and recycling equipment including but not limited to grapple, roll-off and refuse trucks needed to maintain and improve public infrastructure. Use of this pre-negotiated contract will leverage the buying power of multiple agencies while easing the burden and workload on Procurement.

**Upload the original contract from the lead agency.**

-  Hol-Mac Contract 040621 .pdf
-  00003209\_Hol-Mac Contract Extension.pdf
-  Hol-Mac 040621-HMC Pricing.pdf

**Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?** No.

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.** Yes.

**I accept the terms of this contract without exception.** Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**

-  RFP and Addendums-Bulk Solid Waste... .pdf
-  Proof of Publication-Bulk Solid Waste ... .pdf



Prop. Opening Record-Bulk Solid Wast... .pdf



Prop. Eval.-Bulk Solid Waste 040621.pdf



Comment and Review-Bulk Solid Wast... .pdf



Board Resolutions.pdf

**This solicitation was advertised, open, and unrestricted.**

Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for **bulk solid waste & recycling equipment from Hol-Mac via Sourcewell contract #040621-HMC** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative is **\$35,071.00**.

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

### **Legal Justification**

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Sourcewell; the lead agency is Sourcewell. Sourcewell is a public institution in Minnesota that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 21 offers**.

### **Regulatory Justification**

**R4.12.090.05** of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

### **Value Justification**

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**02% minimum off MSRP**) leverages both the scale of Sourcewell membership and the competition of 21 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$35,071.**

### **Impact on Minority & Women Owned Businesses**

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Zak Kelley  
06/05/2025



### Cooperative Request Signature Form

<b>Co-Op Request Number</b>	C2025084
<b>Date Received</b>	June 2, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

*Dennis Rowland*

\_\_\_\_\_  
**Dennis Rowland**  
**Purchasing Agent & Chief Procurement Officer**

6/5/2025 | 1:38 PM CDT

\_\_\_\_\_  
Date Signed





**CONTRACT EXTENSION**

**Contract Number: 040621-HMC**

Sourcewell  
202 12th Street Northeast  
P.O. Box 219  
Staples, MN 56479  
(Sourcewell)

and

Hol-Mac  
PO Box 349  
  
Bay Springs, Mississippi 39422-0349  
(Vendor)

have entered into Contract Number: 040621-HMC  
for the procurement of: Bulk Solid Waste and Recycling Equipment

The Contract has an expiration date of 2025-06-02 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-06-02 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:  
  
C0FD2A139D06489  
Authorized Signature

Jeremy Schwartz  
Name

Chief Operating and Procurement Officer  
Title

4/30/2025 | 8:36 PM CDT  
Date

DocuSigned by:  
  
196C88BDE232430...  
Authorized Signature

Jeffery Holder  
Name

CFO  
Title

5/5/2025 | 7:10 AM PDT  
Date



**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:

A blue DocuSign signature box containing a handwritten signature in black ink that appears to read "Susan Nagel".

CF62F09F8AFC4BB...

Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**  
**BOARD ITEMS -December 2020**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
	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
	<b>Requesting Board permission to Re-Solicit the following categories:</b>
	Auction Services with Related Solutions (published 12/08/20)
	<b>Bulk Solid Waste and Recycling Equipment with Related Services, Accessories and Supplies</b>
	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.

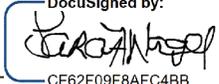
The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel

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**

<b>CONSENT AGENDA ITEMS</b>	<b>Requesting Board permission to Solicit the following categories:</b>
<b>Requesting Board permission to Re-Solicit the following categories:</b>	
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



**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](http://www.sourcewell-mn.gov), Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter [www.nyscr.ny.gov](http://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

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

**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:  
*Greg Grunig*

7DDDCFEFD8B3D45D...

Greg Grunig, Procurement Lead Analyst

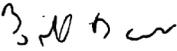
DocuSigned by:



74344AB8E2344E7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:



679614F597034BA...

Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:



36394C13F1E94C7...

Beverly Hoemberg, Procurement Analyst

### STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #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:  
  
C0FD2A139D06489...

\_\_\_\_\_  
Jeremy Schwartz, CSSBB, CPPO  
Chief Procurement Officer



## **Hol-Mac #040621-HMC**

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

- 2% discount off MSRP (list price)
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hol-Mac Corporation, P.O. Box 349, Bay Springs, MS 39422 (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 Sourcwell 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 Sourcwell 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;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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**

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

Sourcewell

Hol-Mac Corporation

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/26/2021 | 2:50 PM CDT

DocuSigned by:  
*Jeffrey Holder*  
By: 196C88BDE232430...  
Jeffrey D. Holder  
Title: Chief Financial Officer  
Date: 6/1/2021 | 7:44 AM PDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 6/1/2021 | 9:47 AM CDT

# RFP 040621 - Bulk Solid Waste and Recycling Equipment

---

## Vendor Details

Company Name: Hol-Mac Corporation  
P.O. Box 349  
Address: Bay Springs, MS 39422  
Contact: Brittney McCraw  
Email: mccraw.brittney@hol-mac.com  
Phone: 601-764-4121 3318  
Fax: 601-764-4282  
HST#: 64-0515071

## Submission Details

Created On: Thursday March 18, 2021 07:20:46  
Submitted On: Tuesday April 06, 2021 11:43:21  
Submitted By: Brittney McCraw  
Email: mccraw.brittney@hol-mac.com  
Transaction #: 527f7e82-673e-4ec4-9dac-e652c0f062e2  
Submitter's IP Address: 65.183.105.171

---

**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):	Hol-Mac Corporation P.O. Box 349 Bay Springs, MS 39422 Federal ID Number: 64-0515071 Phone: (601) 764-4121 Toll Free: (800) 844-3019
2	Proposer Address:	P.O. Box 349 Bay Springs, MS 39422
3	Proposer website address:	<a href="http://e-pac-mac.com/">http://e-pac-mac.com/</a> <a href="http://hol-mac.com/">http://hol-mac.com/</a>
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):	Jeffrey D. Holder Chief Financial Officer P.O. Box 349 Bay Springs, MS 39422 jdholder@hol-mac.com (601) 764-4121 ext 3315
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brittney McCraw Inside Sales 160 Commerce Drive Bay Springs, MS 39422 mccraw.brittney@hol-mac.com (601) 764-4121
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	John Bolton VP Sales & Marketing 160 Commerce Drive Bay Springs, MS 39433 (601) 670-6275

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

Line Item	Question	Response *
-----------	----------	------------

7	<p>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>	<p>Originally founded as Southern Welding and Machine in 1963 by Charles B. Holder, Jr., the company provided welding and machine shop services to the local timber, oil field, construction, and farming industries. As Mr. Holder's resources grew, so did his vision. Led by a sound financial base, technical expertise and the drive to expand into a world-class manufacturer, Hol-Mac grew from two employees in one facility to five modern facilities with over 800 skilled craftsmen and professionals. With each plant specializing in specific applications, dedicated manufacturing space today total approximately 600,000 square feet.</p> <p>Hol-Mac Corporation serves Original Equipment Manufacturers as a major supplier of steel fabrications, hydraulic cylinders, and hydraulic fuel tanks. Capabilities include product design, prototype development and testing, custom tooling, laser cutting, robotic welding, skived and roller burnishing, painting, sub/final assembly, and control manufacturing.</p> <p>In addition to supplying Original Equipment Manufacturers, Hol-Mac manufactures five proprietary products: Pac-Mac Refuse Equipment, Pac-Mac Environmental Vacuum Equipment, Hammerhead Armor, Donkey Forklifts, and Huber Environmental Vacuum and Industrial Cleaning Equipment.</p> <p>Before the Pac-Mac brand name was introduced, Hol-Mac Corporation manufactured 8 foot finishing mowers under a GSA contract for airport and utilities ground maintenance from the late 1970s through the early 1990s. In the late 1980s, the company designed and built garbage compaction trailers for rural garbage and recycling collection. It was during this time that Hol-Mac began to expand into the knuckle boom market. Due to the customer requests, the first rear loader garbage body was designed and developed. Subsequently, in the early 1990s, a new division, Pac-Mac, was formed to provide products in the solid waste industry, and has continued to offer innovative solutions to the solid waste industry ever since. Furthermore, Pac-Mac maintains a full research and development program led by top engineers. Products offered include knuckle boom loaders, shuttle loaders, leaf vacuums, rear loaders, roll offs, hook lifts, and refuse trailers. By combining Hol-Mac's nearly 50 years of experience in hydraulics, steel fabrications, and manufacturing capabilities, Pac-Mac has become an industry leader in design technology and product stability.</p> <p>Furthermore, Hol-Mac Corporation extended into Winona, Mississippi, with the acquisition Anel Corporation, a supplier of steel fabrications, hydraulic fuel tanks, and recently, True Blue Boxes (commercial style toolboxes). Purchased by Holder in 1996, Anel Corporation added nearly 100,000 square feet of production space. Later, the Holder family acquired Keith Huber Corporation (now Huber) in April 2013. The newest facility, based in Gulfport, Mississippi, specializes in the production of mobile vacuum loading equipment, transports trailers, and industrial waster jetting machines. Keith Huber Corporation was founded in 1982 and has grown into a reputable industry leader and pioneer in the mobile vacuum equipment market.</p> <p>Early in 2016, Hol-Mac Corporation finalized an agreement to purchase Quality Corporation, a leader in manufacturing a wide variety of truck-mounted forklifts under the brand name "Donkey". Originally based in Colorado, Hol-Mac moved all operations to its facility at Plant 1 in Bay Springs, Mississippi, where the product line is now in full production.</p> <p>Most recently, Hol-Mac added a new customer service and parts center located behind our Pac-Mac facility in an effort to better serve our customers. The addition of this new building allows for inventory, order processing, and shipping of parts, while also providing a dedicated service center that our customers can rely on when the need arises, helping to ensure total customer satisfaction. The implementation of this service center has changed the way Hol-Mac provides service after the sale. Hol-Mac Corporation's mission is to be a world class manufacturer in every market area in which we participate. Hol-Mac Corporation is our employees. Our company can only exist, be seen, and experiences through us. We will place our customers and suppliers as the most important element to our operations, followed immediately by our employees. We will provide our customers with high quality products and service, competitively, priced, delivered on time, providing profits for growth and rewards for our employees. Hol-Mac Corporation will "Do It Right!"</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>When Hol-Mac Corporation is awarded Sourcewell Contract #040621, our sales team will immediately begin promoting the contract through both direct customers as well as promoting through our dealer networks and all other marketing efforts.</p>
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Hol-Mac Corporation's financial statements are included in annual reports attached.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>We hold + 25% market share in the continental U.S.</p>

11	What is your Canadian market share for the solutions that you are proposing?	We hold 1% market share in Canada.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Hol-Mac Corporation has never been the subject of a bankruptcy action or protection.	*
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?	a) Not applicable. b) Hol-Mac Corporation is the manufacturer of Pac-Mac Refuse and Recycling Equipment. Hol-Mac Corporation sells its Pac-Mac product line through a network of dealers across the United States, excluding the states of Louisiana, Mississippi, SE Texas, and Georgia, in which Hol-Mac Corporation sells and services directly. In our direct territories, we have a service truck and provide full warranty services on site or transport back to the factory, depending on service needs. Units sold through a dealer are delivered by a dealer at which time they place them in service and conduct the drive and maintenance training. Individuals who sell direct are the employees of Hol-Mac Corporation. However, when units are sold through dealer, the individuals are the employees of the dealer. All Hol-Mac Corporation dealers are independently owned.	*
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.	Hol-Mac Corporation is required to hold and does hold the following licenses: State of Mississippi Business License, Jasper County Mississippi Privilege License, Mississippi Motor Vehicle Commission Secondary Manufacturer License, and Louisiana Motor Vehicle Commission Converter/Secondary Manufacturer License. Third parties are not applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

**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	Hol-Mac Corporation is ISO 9001:2001 and ISO 14001:2004 certified. In regards to the OEM supplier segment of our company's business, Hol-Mac Corporation has received numerous supplier awards and recognition for high performance by companies such as Caterpillar, John Deere, and Komatsu. In 2013, Hol-Mac Corporation and Anel Corporation were recognized by Mississippi Department of Environmental Quality (MEDQ) as a Leader in MEDQ's enHance program. Hol-Mac Corporation was also the first manufacturing facility in Mississippi to receive the StormReady Supporter status by the National Weather Service. Hol-Mac Corporation was awarded Best Places to Work in Mississippi in 2011, 2012, 2013, 2014, and 2019. Additionally, Hol-Mac Corporation was awarded Mississippi's Healthiest Workplace in 2016 and 2019 along with first Storm Ready manufacturing facility in the state of Mississippi in 2012.	*
17	What percentage of your sales are to the governmental sector in the past three years	Within the past three fiscal years, 90% of Pac-Mac sales have been to governmental entities and 10% to private contractors.	*
18	What percentage of your sales are to the education sector in the past three years	Within the past three fiscal years, less than 1% of Pac-Mac's sales have been	*
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?	Pac-Mac is currently represented on the Florida Sheriffs Association Contract, HGAC, North Carolina Sheriff's Association Contract, and Sourcewell.	*
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?	Not applicable.	*

**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 Norfolk, VA	Rob Arnold - Fleet Maintenance Supt	(757) 441-1176 ext 4271	*
City of Alexandria, LA	Anthony Clayton - Fleet Maintenance Supt	(318) 441-6075	*
Lowndes County, MS	Ronnie Burns - Road Manager	(662) 434-0250	*
Concrete Enterprises	Clint Eudy - Operations Manager	(229) 869-3869	
City of Albany, GA	Adam Saylor - Fleet Supt	(229) 407-0439	

**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 *	
Johnson City	Government	Tennessee - TN	Clean up of white goods, bulk and storm related debris.	20	1,200,000	*
Huntsville	Government	Alabama - AL	Clean up of white goods, bulk and storm related debris.	12	750,000	*
Hopkinsville	Government	Kentucky - KY	Clean up of white goods, bulk and storm related debris.	16	800,000	*
Knoxville	Government	Tennessee - TN	Clean up of white goods, bulk and storm related debris.	30	1,800,000	*
San Juan	Government	Puerto Rico - PR	Clean up of white goods, bulk and storm related debris.	44	3,000,000	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	Pac-Mac Sales Department is comprised of two (2) inside sales personnel and four (4) outside sales personnel - three (3) direct sales people and one (1) managing Pac-Mac's dealer network and overseeing national accounts, one (1) sales manager and one (1) VP of sales
24	Dealer network or other distribution methods.	Pac-Mac has several dealers located in the United States. The combined sales force is made of approximately eighty individuals who are all employed by the dealers. On average, Pac-Mac dealers employ eight individuals in parts and service. Dealers have between one to six service centers within their territories with an average of five parts and service personnel per location. Combining Pac-Mac staff and dealer staff, there are over 140 personnel in the field representing Pac-Mac products. The majority of our dealers have at least one to two road service vehicles, and several dealers have parts sales trucks on the road full time.
25	Service force.	Pac-Mac employs nine individuals in its Parts and Service Department. For Pac-Mac's direct sales territory, service work is offered either by the customer or one of Pac-Mac's service forces. Pac-Mac's service force offers on-site service ready to respond to any issues that a customer may have. For dealer customers, the majority of repair and service work is performed by the dealer. Pac-Mac's Parts and Service Technical has been with the company for over 37 years; the other three members of this team have been with the company for over 10 years. Customer service is vital to our company's success. Pac-Mac prides itself on fast, reliable parts delivery. We internally grade our performance and on time delivery of parts for our customers. Pac-Mac's goal is to ship standard stock items within 24 hours from receipt of order. Our average for the past three years has been 99.8% in meeting this goal.
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.	Pac-Mac manufactures a reliable, simplistic unit that is easy to service and maintain. The customer can perform most of the routine service and repair to the units, requesting assistance from the dealers on rare occasions. All of our dealers have the service capability and can respond quickly to those requests. Each dealer is required to stock parts needed for standard wear and tear. When ordered by 3:00 PM CST, Pac-Mac prides itself in 24-hour shipping on standard stock items (99.8% on time delivery).
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Pac-Mac continues to develop a world class dealer network to provide unmatched products and services to municipalities around the United States. We are committed to providing products to all participating entities who desire Pac-Mac products.
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pac-Mac is currently evaluating potential dealers throughout all Canadian provinces to represent our product line.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Pac-Mac will fully serve all geographic areas and Sourcewell market segments of the United States through the proposed contract period.
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?	Pac-Mac will offer and promote an awarded contract to all Sourcewell Member segments through the proposed contract period.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Pac-Mac currently has customers located in Puerto Rico, Guam, Panama, and the Bahamas. Some of these customers found us through our website, e-pac-mac.com, and others have relationships with our dealers. We also work through several export dealers. Pac-Mac will ship the units to the nearest port.

**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.	Pac-Mac and our dealers attend numerous trade shows each year, which provides premier opportunities to promote the Sourcewell contract. In addition, the contract would be promoted on all flyers and other print materials used to market Pac-Mac products. During the Mississippi Association of Supervisors Annual Conference, which is typically held during the month of June, Pac-Mac not only displays at the event trade show, but also sponsors a dinner open for all supervisors across the state. We would use this opportunity to promote Sourcewell through signage. Marketing materials have been included in electronic format.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Pac-Mac will provide Sourcewell marketing materials through our website, and we will encourage our dealers to do the same. The Sourcewell logo on Pac-Mac's website would be a click-through link to the Sourcewell website. We would also provide information on becoming a Sourcewell member on our website. In addition, Pac-Mac currently utilizes Constant Contact to promote various company happenings, including monthly sales specials. This platform would be implemented to build awareness of the contract and 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?	As with other Pac-Mac products on Sourcewell, Pac-Mac views that Sourcewell will promote this contract through all publications (print and electronic) of their contracts and provide support to Pac-Mac in guiding members on how to effectively concerning the contract and direct them to the appropriate representative. Pac-Mac will seek support from Sourcewell to assist in the training of our sales force.
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.	Not applicable.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training for new units is standard when purchasing a Pac-Mac product. Pac-Mac provides training manuals and USBs with all Pac-Mac products we manufacture. A Parts and Service manual and Operator's Manual is provided with each unit sold. In addition, every unit sold is sold in service either by a factory employee or a dealer representative. Pac-Mac will also provide on-site training to dealers for new operators, if needed.
37	Describe any technological advances that your proposed products or services offer.	Pac-Mac firmly believes that we manufacture the most productive machine in the industry. Our belief is based on the design and use of the specific components that make the equipment more reliable, user friendly, and rapid with collection time. Pac-Mac also offers the industry's best warranty on our components.
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.	Pac-Mac has the ability to retrofit many alternative fuel chassis', including CNG. Hol-Mac Corporation is ISO 14001:2004 (Environmental Management Systems) certified. In 2013, Hol-Mac Corporation voluntarily participated in the Mississippi Department of Environmental Quality enHance Program, where we were recognized as a leader in the program. Hol-Mac's Environmental Policy is "to be a responsible corporate citizen in protecting the environment." All of our business is conducted in a manner which strictly adheres to our corporate policy.
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.	Not applicable.
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.	Not applicable.
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Pac-Mac is a privately held, family owned business. In 2021, Hol-Mac Corporation celebrates it's 58th anniversary. With world class manufacturing and fabrication, all hydraulic cylinders and hoses are built in-house, as well as all major structural components. Pac-Mac offers the longest warranty in the industry. We have over 40 engineers that have also designed certain components into our products that relive the build up of heat, a major failure in hydraulic systems. Additional components have been added to increase equipment productivity. The Pac-Mac work force has an average tenure of over 8 years. Many of our employees have been with the company for over 25 years or more; they know the customers and the customers know them.

**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?	Products, equipment parts and labor are covered as addressed in the attached warranty policy. Additionally, on Pac-Mac Knuckle Boom loaders have an industry best 3-year warranty on the boom drive system.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Pac-Mac's warranty does not extend to any defect due to the negligence of others, failure to operate or maintain the product in accordance with the published operating and maintenance instructions furnished by Hol-Mac, unreasonable use, accidents, alterations, or wear and tear. For additional details, please refer to Pac-Mac's standard warranty in the attached warranty policy.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The warranty repair must be made at the factory or at the dealer location as described in the attached warranty policy.	*
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?	Warranty repairs will be provided in all geographic regions of the United States.	*
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?	Pac-Mac will cover warranty service for all items made by other manufacturers that are part of this proposal with the exception of chassis. Warranty service for chassis will be passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Pac-Mac products can be exchanged under qualifying conditions.	*
48	Describe any service contract options for the items included in your proposal.	Not applicable. Pac-Mac does not offer service contracts on its products.	*

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

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Hol-Mac Corporation payment terms are Net 30 from invoice date, with approved credit.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Extended terms are made available to local agencies on a case by case basis. Hol-Mac Corporation will also employ Sourcewell Cooperative Leasing as an alternative.	*
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.	<p>The process flow for Sourcewell contract orders will be structured by Pac-Mac as follows:</p> <ol style="list-style-type: none"> <li>1) Customer contacts the dealer or direct sales person for Pac-Mac and advises they request using Sourcewell contract for purchase.</li> <li>2) Determine if customer is a Sourcewell member</li> <li>3) Dealer or direct sales person determines the product specifications and requests a quote from Pac-Mac. The dealer or direct sales person, in turn, delivers the quote to the customer.</li> <li>4) Dealer or direct sales person develops final quote and freight costs, where applicable. Freight costs will not be used in calculating Sourcewell percentage.</li> <li>5) Quote is presented to the customer by the dealer or direct sales person.</li> <li>6) Purchase order and approved quote submitted to Pac-Mac from dealer or direct sales person.             <ol style="list-style-type: none"> <li>a. Once all purchase order requirements are met, Pac-Mac processes an order.</li> </ol> </li> <li>7) Dealer or direct sales person receives the unit and preps for delivery to the customer.             <ol style="list-style-type: none"> <li>a. Pac-Mac invoices dealer, who in turn, invoices the customer.</li> <li>b. File warranty.</li> <li>c. Perform operator review as needed.</li> </ol> </li> <li>8) Dealer claims Sourcewell credit from Pac-Mac and pays Pac-Mac directly for the sale at the pre-determines percentage of sales amount. This does not apply to the direct sales person.</li> <li>9) Pac-Mac tallies the Sourcewell sale and compiles a Quarterly Sales Report for submission to Sourcewell.</li> <li>10) Pac-Mac makes payment to Sourcewell quarterly.</li> </ol> <p>Every dealer is responsible for the initial contact and demonstration of equipment. They are also responsible for educating themselves to the customer's needs and uses of the equipment and for answering any questions about the specifications. The dealer requests a costing on behalf of the customer. Pac-Mac will then provide the customer with a quote. The ordering and invoicing will go directly through Pac-Mac, so there will be one point of contact between Pac-Mac and the customer.</p>	*
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?	Yes, Hol-Mac Corporation does accept the P-card procurement and payment process. There is an additional charge for P-card procurement and payment process.	*

**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.	The pricing model is based on the standard published List Price and Discount from List for Pac-Mac products offered. Pac-Mac will provide percentage discounts from List Price, catalog, or category pricing for specific products included in the Proposal. The attached Price List provides the machine model and part number.
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.	Pac-Mac will offer a 2% discount from the published MSRP (or List Price).
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be handled on a case by case basis.
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.	Pac-Mac will provide all products within our product line as requested by the Sourcewell member. If the member's request includes a custom option to meet their needs, and we must design and engineer a solution, including in house and/or our of house goods, Pac-Mac will respond to the customer's requests using our standard quote, listing the outside products as non-contract items. Any custom design work will be priced separately at fair market price.
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.	Not applicable.
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.	Shipping or delivery will be based on product and delivery location. Delivery will have to be quoted as a separate item.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping or delivery will be based on product and delivery location. Delivery will have to be quoted as a separate item. Does not include export fees.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Pac-Mac stocks completed units, as well as truck chassis' at our facility. Additionally, several dealers locally stock truck chassis' to meet our specifications. Examples of the brand of chassis' include: Freightliner, Kenworth, International, Hino, Peterbilt, Ford, Isuzu, Mack, Western Star. Pac-Mac also needs two stock loaders and bodies in our production schedule at all times, ensuring rapid delivery if there is an emergency or a need for expedited delivery (i.e., in response to hurricanes, tornadoes, fleet damage, etc).

**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.	All pricing will be collected from the enclosed Price List. Pac-Mac will verify that Sourcewell pricing was used during the time of invoicing. Quarterly meetings will be scheduled to review Sourcewell sales through each contract to ensure that all Sourcewell sales are included on the quarterly sales report. The meeting will be scheduled on the first day of each quarter.
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.)	Pac-Mac proposes an administrative fee of 2% to Sourcewell for facilitation, management, and promotion of the contract.

**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.	<ol style="list-style-type: none"> <li>1. Grapple Truck offering:                             <ol style="list-style-type: none"> <li>a. The KB-2 is Pac-Mac's non-CDL Grapple Truck. Well-known for its quality, economic efficiency, durability, and user-friendly design. This unit is a simple, high-value, low-cost series grapple truck.</li> <li>b. The KB-20 is well-known for its quality, economic efficiency, durability, and user-friendly design. With a variety of options for boom length and body capacity, this series is ideal for all types of loading applications. This unit can be tailored to fit your specific needs.</li> <li>c. The KB-220 Series functions in solid waste, arborist, and the forestry industry, with a higher lifting capacity, boom reach of up to 25 feet, and can be purchased in a variety of boom lengths. This unit comes standard with hydraulic joysticks and a tandem pump for even smoother operation.</li> <li>d. The SKB-20 and 220 shuttle loaders and trailers are designed for customers who desire more versatility than the standard KB offerings.</li> </ol> </li> <li>2. Roll-Off offering: Available in two options, the Pac-Mac Roll-Off offers superior versatility, maneuverability, and value. Pac-Mac sets the standard in the performance driven fleets in the waste industry.                             <ol style="list-style-type: none"> <li>a. 60,000-lb roll-off hoist</li> <li>b. 75,000-lb roll-off hoist</li> </ol> </li> <li>3. Leaf-Vac offering: The Pac-Mac® Leaf Vacuum System is a self-contained leaf vacuum unit available in both chassis mounted, trailer-mounted, and Hook Lift mounted options.                             <ol style="list-style-type: none"> <li>a. 25 cubic yard trailer</li> <li>b. 30 cubic yard trailer</li> <li>c. 25 cubic yard chassis mount</li> <li>d. 30 cubic yard chassis mount</li> <li>e. 20 cubic yard chassis mount hook lift</li> </ol> </li> </ol>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	33392 - Material Handling Equipment Manufacturing

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

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

Line Item	Category or Type	Offered *	Comments
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	N/A
67	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer multiple variations of knuckle booms/ grapple loaders.
68	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer Roll-off hoists and leaf vac hook loaders.
69	Roll-off trucks and container handlers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer multiple variations roll-off trucks and container handlers.
70	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

**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.	Hol-Mac Corporation will track year over year number of units and volume pricing sold through the Sourcwell contract. Track year over year proposals provided to municipalities requesting Sourcwell pricing.
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Our parts, warranty, and technical support departments are open M-F 7:00 am- 4:30 pm CDT. Additionally we provide support to the end user through our nationwide dealer network. We are currently instituting a 24 hour guarantee of shipment for our most requested parts.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We provide brakes on the swing drive, emergency stops, gear driven slewing rings, boom up and outrigger down alarms and body up alarms and ICC bumpers for safety measures and oil cooler and hardox body options to reduce life cycle costs on our grapple trucks. For our roll-offs, we provide the following: a patent pending ergonomic control console that includes: rear camera monitor, hoist controls, work lights switch, PTO switch, and optional on-board scale digital read out and printer, a patent pending Bolt-on integrated hydraulic valve, tank, and taper base, a patent pending hydraulic fluid line for taper system and Mechanical forward folding ICC Bumper: (Can be pinned up for trailering)

**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

**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](#) - Table 2 - Company Information and Financial Strength (9).pdf - Tuesday April 06, 2021 11:37:12
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Table 9 - Warranty (42).zip - Tuesday April 06, 2021 11:37:30
- [Pricing](#) - Table 11 - Pricing and Delivery (53).zip - Tuesday April 06, 2021 11:37:42
- [Upload Additional Document](#) - Pac-Mac Brochures.zip - Tuesday April 06, 2021 11:39:34

## 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. - Brittney McCraw, Inside Sales, Hol-Mac Corporation

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

Yes  No

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

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

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



# The New York State Contract Reporter

This document printed  
Thursday, 02/11/2021

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

## Contracting Opportunity

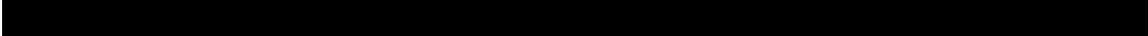
\*\*\* This ad has not been published. It has been reviewed and pending publication. \*\*\*

**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://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.  
**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



© 2021, Empire State Development <http://www.esd.ny.gov/>

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 Media Company

NEWSPAPER • DIGITAL • MAGAZINES • DIRECT MAIL

### 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

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

#### 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://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.  
4873142

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 1/2 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 Hannaford, 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 prenup, 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 ARF, 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, \$11 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."

## MARKETPLACE TODAY

To view more Classified listings, visit: [classifieds.usatoday.com](http://classifieds.usatoday.com)

For advertising information: 1.800.397.0070 [www.russelljohns.com/usat](http://www.russelljohns.com/usat)

**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 elect to access the Master Agreement is soliciting proposals to enter into Master Agreements for:

- Building and Facilities Supplies and Services #11-21
- Facilities and Asset Management Information Systems #02-21
- Firefighting Equipment and PPE #09-21
- HVAC Equipment, Installation, Service, & Related Products-Supplemental #01-21
- Intermediate Term Financing Programs and Related Services #08-21
- Modular & Pre-Engineered Buildings #03-21
- Parking Data Analytics, Predictive Analysis, and Optimization Systems and Services #07-21
- Playground Surfacing and Other Surfacing Solutions #10-21
- Real Time Digital Road Safety Spotter and Evidence Capture Technology #06-21
- STEM Education programs including Artificial Intelligence, and Robotics Development Curriculums #05-21
- UV-C 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 submittal deadline via our online Bonfire portal at [nca.bonfirehub.com](http://nca.bonfirehub.com).

To request a copy of specifications, please visit NCPA's website [www.nca.us](http://www.nca.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](http://www.creditsecretsfree.com)

**Looking to advertise your business in USA TODAY Marketplace?**  
We can help! Call (800) 397-0070

**MARKETPLACE**

**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**

**ORDER ANY LAB TEST ONLINE**

Text OrderMyLabTests to 41242

**GET NOTICED! Advertise in USA TODAY's Marketplace!**  
To Advertise, Call: 1-800-397-0070

**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"  
It is time to plan your 2021 Summer Vacation  
**Think Montana**

Boulder Creek Lodge in beautiful southwest Montana is located between two mountain ranges that make up the Northern Rocky Mountains. Located 11 miles north of Philipsburg, Mt or midway between Glacier National Forest and Yellowstone. During your visit plan on fishing, sapphire mining, visiting ghost towns, and visiting a famous candy store. Destinations within a short drive of the resort: Philipsburg, Butte, Deer Lodge, Anaconda, Missoula, and Helena, Montana. Resort features Cabins, Glamping Tipsis and Conestoga Wagon, RV Park, restaurant and free strong wifi.

**Boulder Creek Lodge Montana**  
Call 406-859-3190  
[www.bouldercreeklodgemontana.com](http://www.bouldercreeklodgemontana.com)

Place your advertisement in USA TODAY Marketplace!  
To advertise, call: 800-397-0070

## NOTICES

### 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.**

**Opportunity Notice**  
**Bulk Solid Waste and Recycling  
Equipment**

**Category:** Goods

This opportunity is now  
**closed.**

**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

[View Bid Package](#) 

[View Interested Vendors \(Bidders\)](#)

**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.

© APC - All rights reserved. No part of the information contained in this Web Site may be reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Manager, Centre of Expertise via:

SA.APCRequests@gov.ab.ca, Her Majesty the Queen in right of Alberta and the Alberta public sector entities that use APC are not responsible or liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.



## Bid RFP #RFP 040621 - Bulk Solid Waste and Recycling Equipment

[\[Switch to Vendor View\]](#)

<p><b>Bid Type</b> RFP</p> <p><b>Bid Number</b> RFP 040621</p> <p><b>Title</b> Bulk Solid Waste and Recycling Equipment</p> <p><b>Start Date</b> Feb 16, 2021 9:31:07 AM CST</p> <p><b>End Date</b> Apr 6, 2021 4:30:00 PM CDT</p> <p><b>Agency</b> Sourcewell</p> <p><b>Bid Contact</b> Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p><b>Access Reports</b> View reports on who has been notified of the bid or accessed it. <a href="#">[Notification report]</a> <a href="#">[Access report]</a></p> <p><b>Questions</b> 0 Questions 0 Unanswered <a href="#">[View/Ask Questions]</a></p> <p><b>Edit Bid</b> <a href="#">[Create Addendum]</a></p>
---	--

### 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 Conference

**Date** 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

---

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





# View Details

[Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

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

📄 **Bid Details** ▲

<p><b>Bid Classification:</b></p> <p><b>Bid Type:</b></p> <p><b>Bid Number:</b></p> <p><b>Bid Name:</b></p> <p><b>Bid Status:</b></p> <p><b>Bid Closing Date:</b></p> <p><b>Question Deadline:</b></p> <p><b>Time-frame for delivery or the duration of the contract:</b></p> <p><b>Negotiation Type:</b></p> <p><b>Condition for Participation:</b></p> <p><b>Electronic Auctions:</b></p> <p><b>Language for Bid Submissions:</b></p> <p><b>Submission Type:</b></p> <p><b>Submission Address:</b></p> <p><b>Public Opening:</b></p> <p><b>Description:</b></p>	<p>Goods</p> <p>RFP - General</p> <p>RFP 040621</p> <p>Bulk Solid Waste and Recycling Equipment</p> <p><b>Closed</b></p> <p>Tue Apr 6, 2021 4:30:00 PM (CDT)</p> <p>Tue Mar 30, 2021 4:30:00 PM (CDT)</p> <p>Refer to project document</p> <p>Refer to project document</p> <p>Refer to project document</p> <p>Not Applicable</p> <p>English unless specified in the bid document</p> <p>Online Submissions Only</p> <p>Online Submissions Only</p> <p>No</p> <p>Sourcewell, a State of Minnesota local government 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 [<a href="https://proportal.sourcewell-mn.gov">https://proportal.sourcewell-mn.gov</a>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than April 6, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.</p>
<p><b>Bid Document Access:</b></p>	<p>Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p>
<p><b>Categories:</b></p>	<p><a href="#">Show Categories [+]</a></p>

Register for this Bid

Download Bid Documents

Publish

**Publish** /Verify Contents Save as Template

**Solicitation Setting**

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

**Solicitation Details**

Mandatory Information			
Solicitation Type	RFP	Solicitation Number	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

**Advertisement**

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**

<b>Business Services/ Supplies</b>	
Recycling Goods and Waste Removal / Management Services	Recycling of goods, garbage bins, removal/haulage 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://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.

**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



Cooperative Purchasing ▾

Services & Programs ▾

News



Join

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.**



[About](#) [Compliance & Legal](#) [Solicitations](#) [Careers](#) [Contact](#)



[Sourcewell for Vendors](#) →

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



**Proposal Evaluation**  
**Bulk Solid Waste and Recycling Equipment RFP #040621**

Possible Points		Bakers Waste Equipment, Inc. (BWE & Pinnacle Compactors)	Box Gang Manufacturing, LLC	Builrite Manufacturing, Inc.	Busch Systems International, Inc.	Environmental Metal Works, Ltd.	GRYB USA dba GRYB, Bateman, Winkle, Serco Loaders and ShearEx	Hol-Mac Corporation	Iron Container, LLC	Marathon Equipment Comp	Midwest Welding & Machine, Inc.	Petersen Industries, Inc.
Conformance to RFP Requirements	50	40	38	37	37	36	36	41	40	43	37	44
Pricing	400	269	328	283	324	262	278	331	300	337	323	346
Financial Viability and Marketplace Success	75	61	60	57	59	54	54	63	61	65	54	66
Ability to Sell and Deliver Service	100	71	76	70	69	65	63	75	70	80	61	80
Marketing Plan	50	41	37	35	41	39	36	41	37	45	34	42
Value Added Attributes	75	65	63	55	59	57	52	58	50	60	53	57
Warranty	50	41	39	40	40	40	39	43	41	45	38	43
Depth and Breadth of Offered Equipment, Products, or Services	200	150	164	129	130	138	129	154	130	154	113	148
<b>Total Points</b>	<b>1,000</b>	<b>738</b>	<b>805</b>	<b>706</b>	<b>759</b>	<b>691</b>	<b>687</b>	<b>806</b>	<b>729</b>	<b>829</b>	<b>713</b>	<b>826</b>
<b>Rank Order</b>		<b>10</b>	<b>5</b>	<b>15</b>	<b>7</b>	<b>17</b>	<b>19</b>	<b>4</b>	<b>11</b>	<b>2</b>	<b>13</b>	<b>3</b>

Possible Points		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
Conformance to RFP Requirements	50	39	38	32	39	37	37	31	39	36	42
Pricing	400	333	324	246	308	271	282	194	260	273	335
Financial Viability and Marketplace Success	75	61	53	49	61	61	57	48	58	53	64
Ability to Sell and Deliver Service	100	75	68	71	70	69	68	60	60	63	83
Marketing Plan	50	33	34	29	34	39	38	28	29	38	44
Value Added Attributes	75	58	55	56	51	54	53	53	53	55	61
Warranty	50	42	41	32	40	43	41	32	40	39	44
Depth and Breadth of Offered Equipment, Products, or Services	200	139	142	114	141	146	131	93	155	141	174
<b>Total Points</b>	<b>1,000</b>	<b>780</b>	<b>755</b>	<b>629</b>	<b>744</b>	<b>720</b>	<b>707</b>	<b>539</b>	<b>703</b>	<b>689</b>	<b>847</b>
<b>Rank Order</b>		<b>6</b>	<b>8</b>	<b>20</b>	<b>9</b>	<b>12</b>	<b>14</b>	<b>21</b>	<b>16</b>	<b>18</b>	<b>1</b>

DocuSigned by:  
  
 74344AB8E2344E7...  
 Chris Robinson, CPSM, Procurement Manager

DocuSigned by:  
  
 7DDDC9FD8B3D45D...  
 Greg Grunig, Procurement Lead Analyst

DocuSigned by:  
  
 879614F597034BA...  
 Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:  
  
 36394C13F1E94C7...  
 Beverly Hoemberg, Procurement Analyst



## 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](http://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.

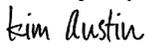
Responses were received from the following:

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:  
  
6830543C58384D1...

Kim Austin, MBA, CPPB Procurement Lead Analyst

DocuSigned by:  
  
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



**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
<b>Proposal Due Date:</b>	<b>April 6, 2021, 4:30 p.m., Central Time</b> 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](mailto:support@bidsandtenders.ca).

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the 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
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. 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.

## Certificate Of Completion

Envelope Id: 67AEE9C6-F7FC-4328-9CFA-84CD96447318

Status: Sent

Subject: Council Legislation - Hol-Mac

Source Envelope:

Document Pages: 84

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

7/2/2025 10:21:52 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

## Signer Events

## Signature

## Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 7/2/2025 10:26:02 AM

Viewed: 7/3/2025 7:17:20 PM

Signed: 7/3/2025 7:17:27 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication (None)

Sent: 7/3/2025 7:17:29 PM

Viewed: 7/4/2025 7:31:15 AM

Signed: 7/4/2025 7:31:31 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 7/4/2025 7:31:33 AM

Viewed: 7/7/2025 10:23:30 AM

Signed: 7/7/2025 10:24:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

### Electronic Record and Signature Disclosure:

Accepted: 7/7/2025 10:23:30 AM

ID: 8ea9ce26-bfaf-4f3a-afed-35b56acd02dc

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication (None)

Sent: 7/7/2025 10:24:09 AM

Viewed: 7/8/2025 7:37:50 AM

Signed: 7/8/2025 7:38:01 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

### Electronic Record and Signature Disclosure:

Accepted: 7/8/2025 7:37:50 AM

ID: 6208cdde-189f-4288-8594-fb776cb82cb4

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Procurement Resource Group  
prg@nashville.gov  
Metropolitan Government of Nashville and Davidson  
County  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Agent Delivery Events	Status	Timestamp
-----------------------	--------	-----------

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/3/2025 12:18:31 PM  
ID: 2a3290e6-3457-4af0-b50e-ffd605c5892f

Tessa V. Ortiz-Marsh  
tessa.ortiz-marsh@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/8/2025 7:37:50 AM  
ID: 6208cdde-189f-4288-8594-fb776cb82cb4

Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 7/2/2025 3:35:47 PM  
ID: b8d9ca0e-9da3-47da-87f2-0d0e60c2e1d0

Terri Ray  
terri.ray@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	7/2/2025 10:26:02 AM
---------------	------------------	----------------------

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

#### 4. SUBSCRIPTION SERVICE

During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be exempted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”; (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

**15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.**

**16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS** You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

**17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER**

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

19. **PRIVACY** Personal information provided or collected through or in connection with this Site shall only be used in accordance with DocuSign's Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site.

20. **ACCESS LIMITS** Your use of the Site is at all times governed by our website Terms of Service. DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: <http://www.docusign.com/IP>.

22. **FEEDBACK** By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent.

23. **GENERAL** Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively "Excluded Data"), is subject to export control laws and regulations of the United States and other jurisdictions (collectively "Export Laws"). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either party's performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSign's prior written consent. If consent is given, these Terms and Conditions will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriber's sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docuSign.com from the Subscriber's email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification © DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

Francisco, CA 94105 Sales: +1.877.720.2040 | Support: +1.866.219.4318 North America Terms of Use Privacy Policy Intellectual Property Trending Topics: Digital Signature Free What Is Electronic Signature Pdf App For Signing Documents Sign Documents On Android What Is Digital Signature Processing DocuSign FREE TRIAL BUY NOW Validate TRUSTe privacy certification .