

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 05/19/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Marathon Equipment Company for bulk solid waste and recycling equipment for the Metropolitan Government of Nashville and Davidson County Department of Waste 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: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ 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>Daniel Harden</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>5/4/2026 11:46 AM CDT</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <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: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Marathon Equipment Company for bulk solid waste and recycling equipment for the Metropolitan Government of Nashville and Davidson County Department of Waste 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 governmental agency, and Marathon Equipment Company, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro’s participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Metropolitan Nashville Department of Waste 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 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 governmental agency, and Marathon Equipment Company, 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:

Member(s) of Council

Jenneen Reed/mw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
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.

Departmental Information

What is your name? Andrew Sullivan

What is your department? Waste Services

What is your email address? andrew.sullivan@nashville.gov

What is your phone number? (615) 931-6227

In addition to your department, will other Metro departments be utilizing this cooperative? No.

How much do you estimate spending on this cooperative contract? \$10,000,000

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? Sourcewell

Who is the supplier? Marathon Equipment

Is the supplier registered in iSupplier? No.

What is the contract number? 010825

When did the contract start? Friday, May 16, 2025

When does the contract end? Saturday, May 19, 2029

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?

Marathon offers a wide range of recycling equipment. This includes compactors, transfer systems, pre-crushers and bailers. They also offer repairs and replacement parts for all of their equipment.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

This will allow Metro to receive already negotiated prices though the Sourcwell contract. With a company and contract this large, it will ensure Metro gets the best prices on this equipment.

Upload the original contract from the lead agency.



Marathon Contract 010825.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-Bulk Solid Waste 010825.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 and recycling equipment from Marathon via Sourcewell contract #010825-MEC** is recommended for approval.

The anticipated project value is **\$10,000,000.00**. The estimated savings to Metro via this cooperative are **\$1,615,071.00**

The cooperative was requested by **Nashville Waste 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 services. 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 (**16% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple 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 \$1,615,071.00.**

Impact on Minority & Women Owned Businesses

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**.



Cooperative Request Signature Form

Co-Op Request Number	C2026095
Date Received	April 20, 2026

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

DR

4/22/2026 | 3:10 PM CDT

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

Date Signed





MASTER AGREEMENT # 010825
CATEGORY: Bulk Solid Waste and Recycling Equipment
SUPPLIER: Marathon Equipment Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Marathon Equipment Company, 909 County Hwy. 9 South, P.O. Box 1798, Vernon, AL 35592 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:
 - a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
 - b. Knuckleboom and grapple loaders;
 - c. Hook and hoist dumpster loaders;
 - d. Roll-off trucks; and
 - e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.

- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

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

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

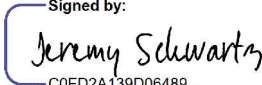
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.


- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier’s ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Marathon Equipment Company

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 5/16/2025 | 1:05 PM CDT
 Date: _____

DocuSigned by:

 6B94D07F4F0E4CD...
 By: _____
 Pat Carroll
 Title: President
 5/16/2025 | 8:25 AM PDT
 Date: _____

RFP 010825 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Marathon Equipment Company
Address: 909 County Rd 9 S
P.O. Box 1798
Vernon, AL 35592
Contact: Jordan Sandlin
Email: jordan.sandlin@marathonequipment.com
Phone: 614-203-4343
HST#: 63-1035316

Submission Details

Created On: Tuesday November 26, 2024 10:50:42
Submitted On: Wednesday January 08, 2025 14:19:13
Submitted By: Jordan Sandlin
Email: jordan.sandlin@marathonequipment.com
Transaction #: 376b9ac0-a670-4f9c-9e81-053733bf6512
Submitter's IP Address: 170.85.7.8

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Marathon Equipment Company (Delaware)
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	909 County Hwy 9 South P.O. Box 1798 Vernon, AL 35592 USA
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	As CAGE codes appear to be related to the GSA system and our GSA units are handled through one of authorized resellers, we do not have a CAGE code at this time.
5	Provide your NAICS code applicable to Solutions proposed.	The NAICS system does not call out industrial compactors or recycling balers. Therefore, we do not have an applicable category.
6	Proposer Physical Address:	909 County Hwy 9 South P.O. Box 1798 Vernon, AL 35592 USA
7	Proposer website address (or addresses):	www.marathonequipment.com
8	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):	Pat Carroll, President / Finance Executive, 201 W. Main Street, Suite 300 Chattanooga, TN 37408, pcarroll@doveresg.com, 423-855-6379 Please CC Jordan Sandlin, Senior Sales Manager/Sourcewell Coordinator, 909 County Hwy 9 South, P.O. Box 1798 Vernon, AL, 35592 USA jordan.sandlin@marathonequipment.com, 614-203-4343
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Jordan Sandlin, Senior Sales Manager/Sourcewell Coordinator, 909 County Hwy 9 South, P.O. Box 1798 Vernon, AL, 35592 USA jordan.sandlin@marathonequipment.com, 614-203-4343
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Tim Sweeney, Director of Sales, Marathon Equipment, address same (Vernon, AL), tsweeney@doveresg.com, 630-310-6322 Lukas Von Atzigen, Manager, Compliance & Contracts, 201 W. Main Street, Suite 300 Chattanooga, TN 37408, latzigen@doveresg.com, 423-954-3602 Melissa Herron, CCR Marathon/Sourcewell Admin, address same (Vernon, AL), melissa.herron@marathonequipment.com, 205-695-1709 Please CC all contractual correspondence to notices@doveresg.com

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Marathon Equipment Company is known throughout the world as a leading manufacturer of onsite waste compaction and recycling systems. The Marathon RAMJET® brand has been the industry standard for quality and innovation for more than 50 years. Our products include stationary and self-contained compactors, auger compactors, compaction containers, transfer systems, pre-crushers, apartment and high-rise compactors.</p> <p>Marathon Recycling Solutions also offers a wide range of baling solutions used in recycling and scrap processing operations, including precision-built auto-tie, two-ram process balers, manual-tie horizontal, vertical balers, and conveyors. Marathon also has the equipment and expertise to help customers design the most efficient and cost-effective processes for Material Recovery Facilities (MRFs) and recycling centers. With the acquisition of the ESG group by Terex, synergies will soon be complementing our MRF offerings and expanding our ability to provide a total MRF solution with more units being manufactured in house vs. outsourcing.</p> <p>Marathon also offers repair and replacement parts for its compaction equipment and balers. Most commonly requested parts are available for next day delivery when ordered before 3:00 P.M. Central time.</p> <p>Marathon is an operating company under the Environmental Solutions Group umbrella of Terex Corporation. We operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:</p> <p>Mission: ESG provides premier innovative solutions that process, transport, and transform the solid waste stream into sustainable resources that benefit our customer and communities.</p> <p>Vision: To be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> • Collaborative Entrepreneurial Spirit • Winning Through Customers • High Ethical Standards, Openness, and Trust • Expectations for Results • Respects and Values People Strategic Priorities: • Safety • Quality • On-Time Delivery • Productivity Improvement <p>Marathon Equipment Company is well-known and well-respected within the industry for delivering quality, innovation, and lowest total cost of ownership, and we are focused on understanding and solving customer problems.</p>	*
12	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award Marathon Equipment would expect to provide Sourcwell members optimum solutions to their waste handling needs with equipment that has a total cost of ownership that is one of the lowest in the industry. We would expect to promote our partnership through specific marketing agendas detailed in the "Marketing Plan" section below, as well as provide in-person consultative approach visits to members to ensure the customers all receive the solutions they require. As the transaction is not completed at the time of the sale, we will also demonstrate our commitment to service and support that is unmatched in the waste and recycling industry. Our team of professionals have completed many successful projects with the Sourcwell members and expect to grow the installation base demonstrating that Marathon Equipment is a fully committed partner providing unmatched waste and recycling solutions.</p>	*
13	<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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Marathon is part of Terex Corporation's Environmental Solutions Group. Operating companies financials are not publicized. Please feel free to copy and paste the link below to view the publicly available Terex annual report that demonstrates the financial strength and stability of our company.</p> <p>https://investors.terex.com/financials/annual-reports/default.aspx</p> <p>A copy of the report is also attached in the documents section of the RFP.</p> <p>Under the ESG group are other Sourcwell contract holders, Heil and 3rd eye as well as contracts held by other Terex entities. We are extremely excited about the future synergies that will be inevitable post acquisition.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Our last known market share from reporting companies was 34.7% of the total US market share for compactors and balers. However, as several acquisitions and consolidations have occurred within the industry, we expect that number to be higher in subsequent reporting.</p>	*

15	What is your Canadian market share for the Solutions that you are proposing?	Our last estimated market share was 19-23% of the total Canadian market share for compactors and balers.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Marathon is the manufacturer of the equipment proposed in this RFP. Our sales and service departments are staffed by (20) direct contact to customer (sales) Marathon employees. Marathon also sells equipment through its dealer network, authorized resellers and utilizes over (150) service companies in the United States and Canada to provide installation and warranty services. Backing our dealers, authorized resellers and service providers are (22+) direct contact to (technical support, warranty and parts) Marathon Employees. Total Marathon employee count to provide all aspects of sales and support to Sourcwell Members is 290+ on average.	*
18	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.	a) Compactors are compliant with ANSI Standard Z245.2 b) Balers are compliant with ANSI Standard Z245.5 c) UL - Underwriters Laboratories certification UL 508a for Industrial Control Panels. Most compaction products and vertical balers are UL 73 (totally UL listed) d) CSA -Canadian Standards Association certification for Industrial Control Panels e) NWRRA Stationary Compactor certification for dimensional and performance specifications	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	a) Marathon and ESG hold more than 200 industry patents for solid waste and recycling innovations. b) Marathon has achieved over 500,000 work hours with no lost-time accidents - a notable safety milestone. We have also recorded 8 of the last 12 months with no recordable incidents. c) Marathon/ESG employees serve on various ANSI Committees d) Pat Carroll, ESG President, is a member of the: i) Board of Governors of the National Waste and Recycling Association (NWRRA) ii) Board of Directors of Environmental Research and Educational Foundation (EREF) e) We are corporate members of the following industry organizations: i.) Environmental Industry Association (EIA) ii.) Institute of Scrap Recycling Industries (ISRI) iii.) National Association for Information Destruction (NAID) iv.) National Waste Recycling Association (NWRRA)	*
21	What percentage of your sales are to the governmental sector in the past three years?	We estimate total municipal sales to be 6-10% of our overall annual sales. 2024 annualized sales under our Sourcwell agreement was 4% of annual sales for an annualized amount of \$3.73M.	*
22	What percentage of your sales are to the education sector in the past three years?	We estimate our annual sales to the education sector to be 4-6% of annual sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Marathon does not directly hold any state or cooperative purchasing contracts outside of Sourcwell. Marathon has no current intent to enter into any other cooperative purchasing agreements. However, we have entered into agreements with the following states that utilize Sourcwell and require us to enter agreements to use the Sourcwell contract: AK, MO, WA.	*

24	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?	Marathon does not directly hold a GSA contract. Our products are available to GSA customers through our authorized reseller, Action Compaction. Our Marathon compactors and vertical balers, as well as our horizontal balers, are listed in the GSA Products Catalog on the GSA Advantage website under contract number GS-07F-5447P. These products are available for purchase through Action Compaction, one of our Marathon authorized resellers, via www.gsaadvantage.gov. Action Compaction is located at 1042 East Ft Union Blvd #260 in Midvale, Utah. Marathon is owned by Terex Corporation and does not disclose financial information at the operating company level.	*
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Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Baldwin County AL	Terri Graham	251-331-4158
City of Oxford, MS	Amberlyn Lyles	662-816-4387
Williamson County, TN	Randy James	828-231-8533
Fayetteville AR	Brian Pugh	479-601-2050
City of Gulf Shores, AL	Noel Hand	251-747-1441

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *
26	Sales force.	Marathon's compaction equipment is sold through our direct sales force as well as through a national dealer network, authorized re-sellers and (150)+ service providers that cover all of the US and Canada. International sales are now handled directly by Marathon via a full time international salesperson. Each region is supported by a full-time Sales Manager who is an inhouse expert in the Marathon product line. Marathon's team is (8) national and Canadian Regional Sales Managers, a Senior Sales Manager, a Director of Sales and a VP of Sales for ESG. Supporting them is a team of (8) inside Sales Coordinators and Managers. Total sales support inhouse exceeds (20) personnel and our dealer and authorized reseller network extends that coverage by over (110) additional sales representatives. Please refer to the uploaded Sourcewell Marketing Plan section for detailed map as a reference for coverage. Although not all of our service providers are listed on this map as it would be too busy, we do have agreements in place with a much higher number of service only providers for more extensive coverage.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We have uploaded a list of dealers and authorized resellers that are available under this RFP as an attached document. This list is not exhaustive and we will update periodically during the normal P and P process as an updated document.

28	Service force.	Marathon employs (11) full time technical support technicians with an average tenure of 21 years. Our service department provides customers and dealers with maintenance and operator training, technical support, as well as start-up training for all auto-tie and 2-ram balers as part of our standard offering. Marathon technicians have the ability to remotely communicate with many of our larger machines to help solve customer issues quickly. We have over 150 vetted service providers in our service network. In addition, our parts department employs (7) employees with a combined tenure of over 175 years. Our Service and parts departments use several advanced ticketing and support systems including but not limited to Tavant, CREO, JDE, Windchill and Zendesk. Marathon Technical Support and parts department have an average initial response time of less than fifteen minutes during the hours of 8am – 4:30pm Central Time. After hours support is available for customer questions and general equipment information. Cases are managed through the Zendesk system capturing call information, unit history, and live video to help customers and technicians diagnose and repair their equipment quickly. Additionally, Marathon Technical Services is reinforced by the overall Environmental Solutions Group Technical Team providing additional resources for remote or on-site support needs. This means more technicians are available to assist you when call volumes are high. Warranty claims are supported by the Technical Support technicians and processed in an efficient manner by a fulltime Warranty Coordinator.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The order process consists of Marathon or an authorized dealer / reseller submitting a proposal to the Sourcewell member per the guidelines in this RFP. When the order is placed, a confirmation of order is generated. Either the Marathon employee or the dealer / authorized reseller is required to submit the Sourcewell calculator as part of their submission for review and approval as to compliance. Once completed and delivered, that documentation is reviewed again and proof of billing amount to the Sourcewell member is required by Marathon prior to finalizing submission of fees to Sourcewell. We take this process seriously to assure all orders are per the agreed terms and conditions of this RFP. Copies of the Sourcewell calculators are provided for reference in the additional documentation folder. Of course, new calculators will be changed to the new pricing schedule upon acceptance.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Marathon offers dedicated Customer Care for new equipment sales and support, as well as aftermarket parts sales and support. For new unit sales, ESG's release management process provides firm commitment dates on standard orders within (48) hours and within (10) days on custom requests. Production orders are reviewed at end of line against the customer purchase order to ensure 100% compliance to the customer's request. Recently, we have incorporated automated responses to receipt of PO, automated customer confirmation/approval for orders and automated delivery notification to improve communication for customer updates.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Marathon is fully prepared and uniquely capable of servicing all Sourcewell Member geographic areas and market segments under this contract in the United States, Canada and US territories.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Marathon is fully prepared and uniquely capable of servicing all Sourcewell Member geographic areas and market segments under this contract in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. Marathon does business currently with customers in United States, including Hawaii and Alaska as well as U.S. territories in other parts of the world.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Marathon will participate with any entities that are Sourcewell members provided they are financially able to do so and are not restricted by any US entity.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>To properly support the proposed contract with Sourcewell, Marathon would use a combination of established and new marketing programs, along with our entire dealer network, for national and, if needed, international promotion. Key elements of our marketing program would include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Feature the Sourcewell logo on each of our websites, along with links to information about the contract and the Sourcewell website. • Create print-ready and electronic brochures summarizing Marathon's portfolio of products and services under the contract and forward them to all Sourcewell members along with contact information for their local dealer or salesperson. • Develop a coordinated, monthly e-mail blast program targeting Sourcewell Members to promote the contract and provide overviews of products in each of the major contract categories. • Create a custom promotional video to highlight the Marathon portfolio of products and services offered under the contract. The video will target both Sourcewell Members and non-Sourcewell Members to help promote the partnership from both perspectives. • Create customer testimonial videos featuring Marathon Dealers and Customers to discuss the benefits and promote the partnership. The videos will target both Sourcewell Members and non-Sourcewell Members to help promote the partnership from both perspectives. • Develop a set of full-color, print-ready advertisements in different sizes for a national advertising campaign in the Sourcewell Catalog and various industry trade publications. • Promote the contract with Sourcewell at all regional and national trade shows by using signage in our booth and training our staff to effectively discuss Sourcewell with relevant customers and prospects during each event. Refer to our trade show participation list for an overview of the regional and national trade shows in which we or our dealers participate annually. • Develop two value proposition presentations regarding the Marathon and Sourcewell relationship under the contract: one to inform our dealer network about the contract and their role in promoting and marketing Marathon products and services to Sourcewell members, and another tailored for Sourcewell Members to be used by Marathon sales personnel and dealers to enhance member awareness of the contract. • Collaborate with our dealer network to display the Sourcewell logo on their individual websites, providing links to information about the contract as well as to the Sourcewell website. • To increase awareness of the contract, add the Sourcewell logo to the electronic and print-ready versions of our branded product brochures. • Identify which of our existing customers may qualify for Sourcewell membership and collaborate directly with Sourcewell to ensure appropriate facilitation of membership. • Invite Sourcewell representatives to be keynote speakers at Marathon dealer sales meetings and upcoming virtual trade show events. • Promote Sourcewell to various professional associations related to the solid waste and recycling industry, including the National Waste Recycling Association (NWRA), the Environmental Industry Association (EIA), and the Solid Waste Association of North America (SWANA). <p>Marathon Equipment has been - and will continue to be - an ardent supporter of Sourcewell. Since its inception, Marathon has aggressively marketed Sourcewell through its extensive nationwide dealer/distributor network and works through its Regional Sales Managers to ensure that Sourcewell's value proposition is understood and communicated to end users.</p>
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38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Marathon employs a professional in-house marketing communications team to support all brands. This team is specifically tasked with enhancing the equity of every brand in the ESG portfolio and developing integrated strategic marketing programs to support key growth and corporate communications initiatives through advertising, trade shows, direct mail, literature, new product launch packages, application videos, sales presentations, email blasts, websites, and social media activities.</p> <p>Marathon leverages the latest technology to communicate with our customers and prospects and drive product and service awareness. Under this contract, we would apply these same tools to our internal and external marketing programs with Sourcewell, including Internet websites, e-mail blasts, electronic online buyer's guides, search engine optimization, mobile-friendly content, customized dealer literature, media relations, social media activities, and webinars.</p> <p>Marathon's Marketing arm is well-staffed and expertly equipped to employ the latest communications strategies and technologies to further Sourcewell's goals and inform our valued customers that quality Marathon compactors and balers are available through Sourcewell.</p> <p>Please refer to Examples (1) and (3) in our uploaded Sourcewell marketing plan folder for instances of advertising that is already established.</p> <p>Additionally, Sourcewell branding is incorporated as a process step in all new Marathon product releases, ensuring that prospective customers are aware that innovative products are available through Marathon's Sourcewell contract.</p> <p>The examples and efforts mentioned above are only as effective as the audience Marathon engages, which is a crucial element of Marathon's overall strategy. Marathon invests a significant amount of money and time into its online branding strategy, which has resulted in us substantially leading all competitors in website Search Engine Optimization visibility, as demonstrated in Example (2) in our uploaded Sourcewell marketing plan folder.</p> <p>This means that Sourcewell information posted on Marathon's website or through our social media channels is much more likely to be viewed by prospective customers than that posted by competitors.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Marathon views Sourcewell as a collaborative partner in marketing the products and services provided under this contract and within the broader relationship. As part of our partnership, Marathon will promote Sourcewell in all possible venues to enhance awareness. In return, we request that Sourcewell promote Marathon as a premier partner, demonstrating comprehensive capabilities and a strong ability to add value to Sourcewell Members. We would appreciate seeing Marathon featured in all Sourcewell literature, on the Sourcewell website, and at all applicable regional programs and events.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Parts are available for order through e-procurement. Due to customization and application-specific equipment needs, all equipment purchases are handled through Marathon Regional Sales Managers or dealers / authorized resellers.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We conduct in-person training sessions for customers, dealers, and internal salespeople onsite in our Vernon, Alabama production facility as well as regionally as required by our customers. Courses range from selling techniques, to technical product training and operator training, to product maintenance schools. There is no charge for the sales training that our Regional Sales Managers perform at customer locations. Depending on the desired technical training, there would be a charge for field service technicians to provide the onsite service schools. Several maintenance and training courses are offered annually at our facility in AL that include "hands on" training and also an understanding of how the equipment is manufactured which helps to solidify the training. In addition we encourage you to look at our constantly updated Service Shack on-line training videos where customers can go 24 hours a day to learn how to service and maintain their equipment. Please copy and paste the link below.</p> <p>https://www.marathonequipment.com/service-shack</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Marathon Equipment, in partnership with 3rd Eye – another brand in the Environmental Solutions Group portfolio of companies, have developed digital solutions that can be installed on both Marathon and non-Marathon compactors and balers. This suite of solutions provides users remote access to connect and then manage each asset's fullness, serviceability, and uptime performance. Combined, this technology revolutionizes how waste and recycling equipment is managed.</p>

With Connected Compactor, you gain real-time monitoring of waste or recycling levels, enabling a proactive approach to waste collection based on actual fullness. This optimizes hauling frequency, reduces operational costs, and enhances sustainability. Additionally, real-time notifications and maintenance alerts keep you informed, minimizing downtime and ensuring your compactors remain operational and highly efficient.

With Connected Baler, you can fully maximize your baler's potential. With our weight tracking solution, you'll have the ability to discern the weight of every bale produced by your operations and correlate it with the type of material for comprehensive end-to-end tracking.

Additional information can be found here:

Connected Compactor: <https://www.3rdeyecam.com/products/connected-compacto/>

Connected Baler:
<https://www.3rdeyecam.com/products/connected-baler/>

Innovation is at the heart of our new product development process and we are committed to developing products that solve customer problems and make them more efficient and profitable. Our history has many firsts, the first vertical compactor, the first 34 C.Y. self-contained compactor. The first single side closing mechanism for compactors and the list goes on. However, we don't stop there and we are never satisfied. As an example, even though the industry has had self-contained compactors for over 40 years, we weren't content. So, Marathon developed the first self-contained compactor with the cylinders raised out of the liquids and collected fines behind the ram that ruin cylinders, hoses, pins and cause costly repairs and down time. In fact, we are so confident in this compactor, it carries the industries first 7/5/3 warranty as explained in the warranty section. A link to copy and paste for a detailed description of our new innovative design is below as well as in the Additional Documents upload folder.

<https://vimeo.com/454724616>

<https://www.marathonequipment.com/wp-content/uploads/2021/11/Marathon-RJ-250-SC2-self-contained-trashcompactor-brochure.pdf>

Some of our other technological advances include:

The Back of Store Connected Asset Strategy allows customers to focus on the front of the store, and leave the back to us. Marathon provides a full suite of value added needs to provide all the information a customer needs, right at their fingertips. Through digitally connected assets, customers can monitor container fullness, maintenance and performance data, as well as identify recycling stream contamination. Galaxy Pro monitoring system for twin ram horizontal balers. This system allows customers to remotely interact with the baler through a web based application. Customers can receive maintenance alerts, machine faults, and track productivity of the machine including tracking bales by commodity all via email or text messaging.

Auger Compactors- Marathon 's Stationary and Self Contained Auger Compactors are easy to use and maintenance friendly. Features such as the short tail for dock feeding, or rear feeding, and the check valve action that assures materials stay in the container, all add up to a reliable auger compactor for years of trouble-free performance. The Stationary Auger is ideal for dry waste such as OCC, and with

a displacement rate of up to 425 cubic yards of material per hour, and an auger that always moves forward, you can be confident that your machine will run on time every time.

Marathons Auger

Compactors have shown that they can achieve payloads of OCC up to (10) tons. This is over twice what a conventional compactor achieves and reduces transportation costs and greenhouse gas emissions by 50 percent or more.

The Self-Contained Auger is ideal for wet waste such as organic material and medical waste, with a displacement rate of up to 305 cubic yards of material per hour. Some of the advantages of using an

using an Auger Compactor include:

- Denser waste volume, reducing transport movements and cost
- Minimize waste storage space on site
- 10-15 decibels quieter than conventional compactors
- Eliminates the task of cleaning and maintaining the cylinder housing cavity
- Lack of hydraulics/hydraulic oil eliminates the risk of oil spills
- Fewer components to maintain than conventional compactors
- Reducing hauls cuts down on GHG emissions

Marathon continues to develop as we strive to work on life cycle, maintenance and compactor reporting developments that will be released in the coming months. These innovative processes will be able to help predict and extend life cycle performance as well as help to reduce environmental impacts due to worn components that could fail. In addition,

		<p>these innovations will minimize the number of pulls on the compactor, further reducing emissions and use of fossil fuels.</p>	
43	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Connected Compactor and Connected Baler support waste generators' sustainability initiatives by 1) reducing compactor and recycling freight hauls, 2) increasing landfill diversion, 3) improving asset uptime, and 4) reducing the dependence on inefficient temporary open tops.</p> <p>New to our product offerings for this RFP!!!</p> <p>Marathon Certified Remanufactured (MCR) provides an opportunity for waste generators to purchase remanufactured waste and recycling equipment like compactors and balers, which are built to OEM standards and backed by the same warranty and quality assurances as new Marathon units. The MCR program allows a customer to purchase a unit that was owned by another customer in its first life or implement a program where its own equipment is remanufactured and redeployed within its store network, enabling a truly closed loop system to reduce the company's environmental impact. Critically, the remanufacturing process utilizes the original steel shell of the piece of equipment and the work is completed in house or with regional partners that must adhere to a strict SOW. By purchasing an MCR product, the customer is picking the most sustainable solution on the market while also supporting regional small businesses and local jobs.</p> <p>As a leader in the solid waste and recycling industry, Marathon maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate -green practices into our company processes as well as into our products. Here are some examples:</p> <ul style="list-style-type: none"> •Marathon's Certified Remanufactured program allows customers to bring their used and worn-out compactors and balers back to life to help establish a true closed-loop recycling process, which includes not only commodities but also processing equipment. •Marathon's Back of Store Connected Asset Solution allows customers to help achieve their sustainability goals by leveraging our Waste Metering solution monitor their recycling streams to reduce contamination. Customers also can use the Fullness Monitoring solution to only have their containers serviced once necessary, eliminating unnecessary pickups. •Whenever available, Marathon uses "high efficiency" electric motors, reducing electrical consumption. •Marathon's line of auger compactors and innovative ECD's (electric cart dumpers) eliminate the possibility of storm water contamination from hydraulic leaks. •Our entire line of horizontal balers are made from 100% recycled steel •Marathon's Ultra line of self-contained compactors, which weigh one-half ton less than conventional compactors, enabling extra payload within legal highway weight limits and reducing fuel costs and consumption of fossil fuels. <p>As a Terex company, Marathon supports Terex's Sustainability Vision, which can be found by visiting the following URL. We embody the vision of Improving Lives not only through our products, but through the same sustainability objectives and goals.</p> <p>https://www.terex.com/en/company/sustainability</p> <p>Because we are a green leader in the industry, more than (6) six years ago we made a priority to reduce the amount of paper wasted by outdated brochures that often do not get disposed of properly. Therefore, we encourage you to take a tour through our website and see the many innovations and leading technologies that Marathon has to offer. The address is below.</p> <p>https://www.marathonequipment.com/</p>	*
44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>We are unaware of any programs that apply to our products other than those previously or hereafter mentioned.</p>	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Several tracking mechanisms are already in place including Leadfeeder, Salesforce opportunities and an internal quote log where all Sourcewell opportunities can be tracked. In addition, all Sourcewell opportunities require an internal document to help us track the opportunity all the way to the end of the sale and a Sourcewell order can not be entered into our system without the Sourcewell calculator, ensuring that we track all sales. We use that information to gauge are continual increase over the life of our existing contract. Due to the pricing of some of our larger pieces of equipment (such as large 2-ram balers and transfer station compactors) our sales graphs tend to have peaks and valleys. However, we have been able to surmise, over the course of the last (4) years, that our smaller ticket pieces of equipment have had a steady rise and that is encouraging for Sourcewell. It shows us that Sourcewell continues to be a source of sales growth for our company. In addition to internal tracking, a part of our dealer re-development program is going to be the tracking of Sourcewell quotes/orders by dealer. This will give us more opportunity to see why a particular region may not be as active as others and also tell us which of our principal dealers are using Sourcewell to its fullest potential. Of course, annual reviews with Sourcewell are an excellent barometer of where we have been and where we are headed and we have started encouraging the use of "heat maps" to target those areas that are not strong for us to find out if it is the region itself that is slow or what the difference might be.</p> <p>As we have had great success with Sourcewell over our last (2) RFP's we are uniquely situated to pick up from day (1) of the new RFP and continue to supply the volume, timely, and cooperative solutions we have been supplying for the last (9) years. We can "hit the ground running."</p> <p>The equipment Marathon manufactures is some of the most serviceable in the industry. We use only high quality parts that are readily available. We stock multiple parts of each part number for our current and even past production models. Of course, safety is the most important aspect of manufacturing a piece of equipment. Therefore, all of our products are protected by ANSI required safe guards but we strive to make them the most user friendly in the industry to assure a safe work environment for those that service our equipment in the field. Safety is always first at Marathon and ESG. That is why, in any given year, you will find multiple representatives from Marathon on the ANSI board for compactor and baler standards. Representatives from engineering, product management and sales sit on these panels so you will not find a manufacturer that complies more quickly or more closely to new safety requirements than Marathon Equipment.</p> <p>It is a nearly everyday occurrence that Marathon parts or service will receive a call for technical assistance on a machine that is 20-30 years old. THAT is a testament to longevity. We have been in business for over 50 years. Less than 10 years ago, serial number 2 was picked up, rebuilt and put back into service. When you have been building equipment for over 50 years, you are naturally going to be the leader because you have seen the units in the field for that long and you know where you need to strengthen the machines. To that point, Marathon is never satisfied. That is why we spent over two years developing, testing and life cycling the industries first self-contained compactor with a 7/5/3 year warranty. We are that confident in the design and development of this machine (the RJ-250SC^). This product is featured in this RFP in other areas and uploads as well. Marathon's outstanding warranty documentation for all products is uploaded for your review. In addition to the RJ-250SC^ warranty, many of our other product standard warranties meet or exceed most offerings in the industry. See complete warranty for all products in Additional Documentation Uploads.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Being a publicly traded company, none of these certifications apply. However, some of our dealers / authorized resellers may qualify for some of these certifications. See noted certifications on Dealer Development Sheet.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Certificate for our authorized reseller Box Gang Manufacturing, LLC is uploaded.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Certificate for our authorized reseller Waste Disposal Solutions is uploaded.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Certificate for our authorized reseller Box Gang Manufacturing, LLC is uploaded.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Standard payment terms are NET 30 Days for most customers with approved credit. On horizontal balers and M-Series (Transfer Station Compactors) our terms are typically 30% down, 60% at completion (prior to shipment) and 10% net 30 days. However, with prior approval and proof of commitment and financial strength, this policy can be considered on an individual basis. All payments (receivables) will be in the form of U.S. Dollars only.

56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>As the acquisition of ESG (Marathon) by Terex is still unfolding at the time of this submission, we cannot provide detail, but it is very likely that all or most of Terex Financial Services will be available to offer to all Sourcwell members in the very near future.</p> <p>Municipal leasing options are available from DLL financial Solutions Partner and through any of Sourcwell's approved Municipal leasing entities.</p> <p>In addition to financing and leasing options, Marathon also works with several of our channel partners for rental options. The rental rates for 2025 are attached in the pricing section of the document upload section of the RFP. Of course rental rates are based on customer credit rating and subject to change. To determine an estimated rental rate, you will multiply the contracted resale amount of the equipment (and freight and installation if desired) by the appropriate factor for the number of months required. From time to time, Sourcwell members may choose their own leasing or rental partners and Marathon will work with those entities as provided in our contract with approved credit.</p>	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Although quote forms will vary between dealers and authorized resellers based on the CRM system, Marathon Equipment's standard quote form has been loaded and this quote form can be provided by Marathon personnel upon request by a Sourcwell member to confirm	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes. We do accept all major forms of credit card; however, if invoices are 10 days delinquent, we are required to charge a 2% fee. For invoices paid within terms, there is no cost to the Sourcwell members.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model for this RFP will be as follows: Sourcwell Members will receive a 22% discount off all items in the "Compaction Solutions" Price list. Sourcwell Members will receive a 10% discount off all items in the "Recycling Solutions" Price list. Both Price lists are available in the "Pricing" section of the document upload section of this RFP.</p> <p>In addition, Marathon may have a steel or other surcharge in place when indexed steel prices exceed our base line. Members will only be charged at the current published rate as supported by the attached ("Example") letter in the "Pricing" section of the document upload section. At the time of this RFP, no surcharge is in place. In addition, we have uploaded a "Parts" Price list. Parts will be available to Sourcwell members under this agreement. Parts pricing will be at the current published list price available upon request. As mentioned earlier, new to our RFP this year are the MCR units. MCR units will be sold at the current inventory price. This pricing will be available upon request to any Sourcwell member from our MCR team as inventory changes on a near daily basis. An example of the current available units and pricing is included. Any options for MCR units will carry the respective 22% or 10% discount as per the current price books.</p>	*
60	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.	Our pricing model for this contract will be a % discount off the published list price. The price list for this RFP will be the 2025 price book for both Compaction Solutions and Recycling Solutions and will only be changed with an approved "P and P" being executed between Marathon and Sourcwell. A surcharge may also be in place per the above and will always be a % of the net purchase price of the equipment and options. Delivery, freight or installation charges are not subject to the steel surcharge. Surcharges will only be applied after timely notice (typically 15-30 days) via copy of a surcharge letter from the product and pricing manager. At the time of this RFP, no surcharges are in place.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Marathon, it's dealer network and authorized resellers as described in other sections of this RFP will allow additional discounting consideration for volume based purchases and/or other market situations that may arise. This discount will always be listed as an additional discount % off the current published list price of equipment and options in place for this RFP.	*

62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Any "sourced" products or related services would be quoted per request due to the specific needs of the application. These costs are all provided, and quoted at the time of purchase if required and will be documented via the quote and/or purchasing agreement between Marathon, it's dealer or authorized re-seller and the member.	*
63	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.	Total cost of acquisition that are not included in the pricing submitted would include delivery, installation, dealer added options and any applicable permits associated with installation. These costs are all provided, and quoted at the time of purchase if required and will be documented via the quote and/or purchasing agreement between Marathon, it's dealer or authorized re-seller and the member. You may refer to our Sourcewell calculator for an example of how delivery, freight, installation and dealer supplied options are handled. These calculators have been uploaded to the "Pricing" section of the documents upload section of the bid.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery of equipment is available and coordinated from the factory. If the purchaser chooses to contract their own freight we will organize customer pick up. Cost is determined on a per order basis, and we charge by the mile from factory to destination and only charge for the portion of the truck that the equipment takes up. An example of the current freight model is provided in the pricing document upload section for reference. This is only an example as freight is based on specific mileage to destination and also special freight services request. Also, see notes regarding loading fees for customer pick up units on the freight example.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada or offshore is readily available. We work with freight forwarders and quote delivery on a per job basis to meet the customers needs. Export packing in shipping containers is also available.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Marathon is uniquely equipped with a network of carriers for customized delivery of equipment, or parts as required by our customers. We have experience delivering equipment all over the world and have a team of logistics professionals to handle any customer requirements.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The process includes the Regional Sales Manager (and Dealer if applicable) ensuring that Sourcewell members obtain the proper pricing with the proposal. It is also the responsibility of the RSM/Dealer to include the completed Sourcewell calculator form with their order request as a means of notifying the Customer Care Representative that the order is a Sourcewell order. At the end of each quarter we compile a detailed listing from the Finance Department of all the Sourcewell orders that were invoiced and use that information to complete the quarterly filing and subsequent payment that is required to remit the 1.5% fee to Sourcewell.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Included in the uploaded documents for this section will be the Sourcewell calculator that is audited the first time at order entry and again by the Sourcewell administrator prior to payment to Sourcewell. We use these quarterly reports to track our Sourcewell sales to determine any increases or decreases on a quarterly and annual basis. At the time of this submission, our 2024 annualized submittals showed \$3.73M in annual sales.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Marathon proposes an administrative fee payable to Sourcewell of 1.5% of the purchase price on all products. The fee will be calculated on the published list price of the units and their published options (after applicable discount). Non-published dealer added options, freight, delivery, installation, stand alone parts and surcharge are not included in the calculation of fees. Due to the uncertain core sourcing of the MCR program, the 1.5% fee will only apply to the options portion of MCR units. As MCR units typically have several options installed, the fee will still be significant.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	Although our base pricing is set to be reflective of average purchase amounts typically extended to this level of customer, our Sourcewell Calculator allows both Marathon Equipment and it's dealers and authorized resellers to offer greater discounts when volume or other factors merit an additional discount.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Refuse collection and disposal apparatus as well as Recycling equipment, namely, stationary compactors of all sizes and designs, roll-off self-contained compactors, vertical compactors, compaction containers, carts, cart dumpers, de-watering compactors, pre-crusher compactors, apartment compactors, auger compactors, transfer station compactors and conveyors, material recycling facility (MRF) equipment, vertical balers, horizontal balers, auto-tie balers, two-ram balers and associated conveyor equipment. New to this RFP are digital solutions, parts pricing and Marathon Certified Remanufactured units as described in previous sections.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Ancillary products (solutions) that might be available during the course of this contract would include specialty MRF sorting equipment not manufactured by Marathon but available through some of our channel partners as well as newly created synergies with the recent acquisition of ESG by Terex. Also, being a part of ESG which includes the companies listed below, continuous product developments and new innovations are always becoming available and may be available for use on our core product lines. Examples would be fullness monitoring and notification, life cycle (total cost of ownership) monitoring and tracking, ergonomic dumping innovations route optimization and many others. This is exemplified by our connected solutions previously described in this RFP. The Heil Co. 3rd Eye The Curotto-Can Bayne Premium Lift Systems Connected Collections Soft-Pak

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
73	Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction	<input checked="" type="radio"/> Yes <input type="radio"/> No	Open-top roll-off containers, open-top front load and rear load containers are not offered.
74	Knuckleboom and grapple loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Hook and hoist dumpster loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Roll-off trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Refuse and recyclable material balers and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Open-top roll-off containers, open-top front load and rear load containers are not offered.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

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.”
 - [Pricing](#) - Sourcewell 2025 pricing.zip - Wednesday January 08, 2025 09:02:01
 - [Financial Strength and Stability](#) - terex-corp_annual_report_final-2023.pdf - Saturday January 04, 2025 11:02:14
 - [Marketing Plan/Samples](#) - Marketing Plan.zip - Wednesday January 08, 2025 09:26:00
 - [WMBE/MBE/SBE or Related Certificates](#) - Sourcewell Certifications.zip - Tuesday January 07, 2025 17:32:17
 - [Standard Transaction Document Samples](#) - Sourcewell Standard Transactions Document Samples.zip - Wednesday January 08, 2025 09:02:58
 - [Upload Additional Document](#) - Sourcewell Additional Documentation.zip - Wednesday January 08, 2025 09:03:49
 - [Requested Exceptions](#) - RFP_010825_Bulk_Solid_Waste_Recycling_Equipment_Master Agreement - LvA - 2025-01-07.docx - Tuesday January 07, 2025 14:27:06

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Pat Carroll, Segment President, Marathon Equipment Company (Delaware)

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 obligations contemplated in the solicitation proposal.

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
There have not been any addenda issued for this bid.		

**AMENDMENT #1
TO
CONTRACT #010825-MEC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Marathon Equipment Company**. (Supplier).

Sourcewell entered into a contract with Supplier to provide Bulk Solid Waste and Recycling Equipment, to Sourcewell and its Participating Entities, effective May 16, 2025, through May 19, 2029 (Contract).

Supplier has requested to modify the Contract.

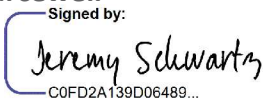
NOW, THEREFORE, the parties amend the Contract as follows:

Line Item 69 of "Table 6A: Pricing" is deleted in its entirety and replaced with.

Marathon will pay an administrative fee payable to Sourcewell of .75% of the purchase price on all products. The fee will be calculated on the published list price of the units and their published options (after applicable discount). Non-published dealer added options, freight, delivery, installation, stand-alone parts and surcharges are not included in the calculation of fees. Due to the uncertain core sourcing of the MCR program, the .75% fee will only apply to the options portion of MCR units. As MCR units typically have several options installed, the fee will still be significant.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz, Chief Procurement Officer

Date: 8/7/2025 | 2:46 PM CDT

Marathon Equipment Company

Signed by:

D9115A7A1DEB41A...

By: _____
Pat Carroll, President

Date: 8/7/2025 | 3:39 PM CDT



RFP #010825
REQUEST FOR PROPOSALS
for
Bulk Solid Waste and Recycling Equipment

Proposal Due Date: January 8, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit 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 January 8, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 14, 2024
Pre-proposal Conference:	December 12, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	December 31, 2024, 4:30 p.m., Central Time
Proposal Due Date:	January 8, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 8, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

- Federal and state government entities;
- 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 current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - 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, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

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

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

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

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and 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, school district, or 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;
- c. Hook and hoist dumpster loaders;
- d. Roll-off trucks; and,
- e. Refuse and recyclable material balers and compactors.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.

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 pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Fleet Management Technologies with Related Software Solutions (RFP #020221);
- b. Plastic Refuse and Recycling Containers with Related Technology Solutions (RFP #041521);
- c. Trailers with Related Equipment, Accessories, and Services (RFP #092922);
- d. Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services (RFP #030923);

- e. Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #110223);
- f. Physical Storage Systems and Equipment with Related Software and Services (RFP #110923); and,
- g. Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services (RFP #032824).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

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

Sourcwell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcwell 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. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

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

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (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 identify any exception, or to request any modification, to Sourcwell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcwell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell 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:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. 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 Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell's support provider at support@bidsandtenders.ca.

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

Within the Sourcwell 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:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. 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 in the Sourcwell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcwell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcwell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

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

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

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

B. AWARD(S)

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

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

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

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

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

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

Certificate Of Completion

Envelope Id: 8436C2B0-86B8-8F51-822D-150CE5AAC73A

Subject: Council Legislation - Marathon Equipment

Source Envelope:

Document Pages: 52

Certificate Pages: 16

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Sent

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

4/30/2026 10:05:18 AM

Security Appliance Status: Connected

Holder: Procurement Resource Group

prg@nashville.gov

Pool: StateLocal

Location: DocuSign

Signer Events

Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature

Daniel Harden

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Timestamp

Sent: 4/30/2026 10:10:46 AM

Viewed: 4/30/2026 10:31:28 AM

Signed: 4/30/2026 10:31:36 AM

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)

Dennis Rowland

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 4/30/2026 10:31:43 AM

Viewed: 4/30/2026 3:17:58 PM

Signed: 4/30/2026 3:18:07 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Sent: 4/30/2026 3:18:14 PM

Viewed: 5/4/2026 11:45:46 AM

Signed: 5/4/2026 11:46:23 AM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2026 11:45:46 AM

ID: 2f0a4ff9-6cba-4633-9eb2-66e3907760a0

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication
(None)

Kelli Woodward

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Sent: 5/4/2026 11:46:31 AM

Viewed: 5/4/2026 2:41:47 PM

Signed: 5/4/2026 2:42:18 PM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2026 2:41:47 PM

ID: 7186e368-09b6-49b6-bef0-b04c6d4cdf0

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 5/4/2026 2:42:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/4/2026 1:03:23 PM
ID: 635cc137-b46b-4781-bc2d-2f5c2fa91dd4

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/4/2026 2:41:47 PM
ID: 7186e368-09b6-49b6-bef0-b04c6d4cdfe0

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: 5/1/2026 2:52:25 PM
ID: 4de65c9a-dd00-46a1-af2a-eb499147f80b

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

4/30/2026 10:10:46 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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

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