

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Felling Trailers, Inc., 1525 Main Street South, Sauk Centre, MN 56378 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Signature on File

Jeremy Schwartz

Date: 12/15/2022 | 12:23 PM CST

(Signature on File

Patrick Jennissen

Date: 12/19/2022 | 8:20 AM CST

DocuSigned by:
Signature on File

Chad Coauette

Date: 12/19/2022 | 8:21 AM CST

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

Vendor Details

Company Name: Felling Trailers, Inc.
Address: 1525 Main St So
Sauk Centre, MN 56378
Contact: Patrick Jennissen
Email: pat.jennissen@FELLING.COM
Phone: 320-35-5239 281
Fax: 320-352-5230
HST#: 41-1329390

Submission Details

Created On: Thursday August 11, 2022 12:12:28
Submitted On: Tuesday September 27, 2022 10:55:12
Submitted By: Becca Green
Email: becca.green@felling.com
Transaction #: c32aef7a-5789-45fb-8f6f-13c7992295f3
Submitter's IP Address: 97.116.71.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Felling Trailers, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Larson Cable Trailers, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE # 05YG1 DUNS # 07-074-3554	*
5	Proposer Physical Address:	1525 Main Street South Sauk Centre, MN 56378	*
6	Proposer website address (or addresses):	www.felling.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Patrick Jennissen V.P. Sales/Marketing 1525 Main Street South - Sauk Centre, MN 56378 pat.jennissen@felling.com 320-351-1281	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick Jennissen V.P. Sales/Marketing 1525 Main Street South - Sauk Centre, MN 56378 pat.jennissen@felling.com 320-351-1281	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A -There are no other contacts for this proposal.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>-Felling Trailers, Inc. History started in a small welding shop in downtown Sauk Centre, MN in 1954 (then known as Sauk Centre Welding & Machine Works, Inc.). In the beginning, Sauk Centre Welding catered to local farmers and businesses doing repairs and small custom welding and fabrication jobs. In 1974, a young employee (now Chairman of the Board Merle J. Felling) purchased the business from the original longtime owner. Seeing a lack of quality workmanship in many of the trailers that were coming through his shop, Merle started making custom trailers for a few of the local farmers. Within a short time, others started noticing his quality craftsmanship and Merle launched the Felling Trailer product line in 1975. Over the years Merle continued to add to the Felling Trailers product line. In 1985, Felling Trailers moved to its present location at the Southeast Corner of Highway 71 and Interstate 94. In the mid 1990s the facility went through a series of expansions to the production, office, and yard areas increasing its footprint to nearly 175,000 sq. ft. In 2012 Felling Trailers opened a second production facility in Litchfield, MN. With the addition of the new location, the overall total of production and office space grew to over 250,000 square feet. Back in Sauk Centre, Felling Trailers acquired neighboring properties to the east and south of the existing facility in 2015 & 2016. This enabled the production areas to expand and give each department room to work at optimal efficiency. As the production space and team were growing, so was the office staff. In 2018 the company broke ground on its corporate headquarters. The new office complex was designed with ample room for existing and new team members. It also provided space for Felling's Parts & Service department to transition the previous office space into a trailer parts retail store. With this addition, the overall footprint of Felling Trailers, Inc. had grown to 349,000 sq. ft. Felling Trailers has grown because of its commitment to quality craftsmanship and customer satisfaction. Become a Felling Trailers customer and you will experience the Felling Style.</p> <p>-Felling Trailers gives you the Competitive Advantage with over 40 years of manufacturing experience paired with top of the line materials and the latest in design technology used in every trailer built. We are dedicated to building a trailer that is Designed and Engineered for the Long Haul. Felling Trailers has earned the confidence of customers throughout the U.S. and the world. With an expansive product line, we have a trailer to meet your hauling needs and stand the test of time. When you purchase a Felling trailer, you have access to an unsurpassed service network along with the Quality, Craftsmanship, and Pride that goes into every trailer we build. Felling Trailers stands behind every trailer manufactured with a Lifetime Limited Structural Warranty and a 3-Year Paint Warranty. At Felling Trailers, each trailer is manufactured above the industry standards to provide you with a trailer that will last for the long haul. From routine trailer maintenance and service to trailer refurbishing, Felling Trailers has a dedicated staff of service professionals who can handle almost any job.</p> <p>-Felling Utility and Larson Cable Trailer Products – Felling Trailers acquired Larson Cable Trailer(Huron, SD) in 2021. The Larson Cable Trailer Products along with Felling's line of Reel and Pole Trailers is an industry specific product to the Utilities Industries. Small Co-op's to large Federal agencies such as the Dept of Energy utilize these products to safely and efficiently move overhead and underground wire and cable as well as free standing structures in order to provide the power and communication needs to our communities.</p>	*
11	What are your company's expectations in the event of an award?	<p>-Felling Trailers has held a Sourcewell/NJPA contract since 2011, our expectations are that we will continue to utilize our dealer networks to market the contract and provide Sourcewell customers with the same products and level of customer service that they have come to accept from us. We expect to be able to grow our Sourcewell contract sales at a minimum of 25% year over year for the life of the contract. We intend to use the Sourcewell contract as a marketing tool to help find new dealers and help our current dealers grow their sales</p> <p>-We expect that Sourcewell will continue to bring innovative contract products/solutions to it's members in an ethical and legally prudent way. We expect that Sourcewell will continue to market it's solutions to potential members. We expect that our contract manager is available to educate and train our sales team as needed.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to attachments in the "Financial Strength and Stability" upload</p> <p>-"1st State Bank" attachment</p> <p>-"BMO Harris Bank" attachment</p> <p>-"McNeilus Steel" attachment</p> <p>-"TaskMaster" attachment</p> <p>-"West Central Steel" attachment</p> <p>-"Wheelco" attachment</p>	*

13	What is your US market share for the solutions that you are proposing?	Market share is a difficult thing to measure in the trailer industry as it is very fragmented very regional and product quality varies significantly. From the information that we have we believe that we have approximately 2% of total market share of all trailer products in North America. As far as "Commercial Grade" trailer products we believe that number is closer to 15%.	*
14	What is your Canadian market share for the solutions that you are proposing?	2% total, Commercial Grade: 5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A -Felling Trailer, Inc. has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	-Felling Trailers is a manufacturer that has in house sales representatives who work with third party dealers and their sales representatives to sell and deliver our products.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Along with all of the necessary licenses to operate and manufacture in the state of MN, Felling Trailers also carried all appropriate licenses to distribute products and do business in all other applicable states. This is especially important as trailers are classified as a motor vehicle by the Federal Motor Vehicle Safety Administration and every state has different requirements for motor vehicle distribution/dealers	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A -Felling Trailers, Inc. has never had a suspension or disbarment issue.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>- 2019 - The FT-12 EZ-T EZ Tilt trailer was named to Equipment Today's 2019 Contractor's Top 50 New Products https://www.felling.com/ft-12-ez-t-ez-tilt-trailers-for-contractors/</p> <p>-2019 – Felling Trailers Implemented the company wide Felling Trailers, Inc. Weld Standard Feb. 4th, 2019 https://www.felling.com/weld-quality-standard/</p> <p>-2019 – Jan. 1st, 2019 implemented Documented Real Time Torquing Procedure, https://www.felling.com/real-time-torquing-procedure/</p> <p>-2019 – WBENC-Certified WBE (Woman Owned Small Business Certification) https://www.felling.com/woman-owned-small-business/</p> <p>-2020 – Equipment Today Contractor's Top 50 New Products Award FT-16 IT-I Drop Deck Industrial Trailer</p> <p>-2020 - Rental Editor's Choice Award FT-16 IT-I Drop Deck Industrial Trailer</p> <p>-2022 – Felling Trailers received certification for the UN31 tanks, the UN31 tank is certified as a fuel tank, 607 usable gallons, intended use is for the mobile generator industry. https://www.felling.com/un31-tank-certification/</p> <p>-2022 – Nathan Uphus, Felling Trailers Sales Manager, was interviewed by Work Truck Solutions Magazine https://www.mwsmag.com/trailer-insight-from-trailer-experts/</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	5%	*
21	What percentage of your sales are to the education sector in the past three years	< 1%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Arizona State – 2019: \$40,000 - 2020:\$55,000 – 2021: \$45,000</p> <p>Oklahoma State - 2019: \$20,000 - 2020:\$60,000 – 2021: \$11,000</p> <p>New York State OGS - 2019: \$256,000 - 2020:\$445,000 – 2021: \$36,000</p> <p>Florida State - 2019: \$356,000 - 2020:\$325,000 – 2021: \$334,000</p> <p>Minnesota State - \$2019: \$256,000 - 2020:\$445,000 – 2021: \$570,000</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Felling Trailers, Inc. does not personally sell through GSA contracts. Felling Trailers, Inc. is partnered with a 3rd Party (Federal Contracts Corp) that holds GSA contracts for our products.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Napa - Public Works Fleet Division -Please reference "Miscellaneous" upload "Testimonials" folder -"City of Napa" attachment	Joe Gallegos	707-258-7855 (Please contact Felling Trailers, Inc. at 1-800-245-2809 before using as advertisement)	*
City of San Jose - Public Works Fleet Management -Please reference "Miscellaneous" upload "Testimonials" folder -"City of San Jose" attachment	Daryl Fowler	408-975-7129 (Please contact Felling Trailers, Inc. at 1-800-245-2809 before using as advertisement)	*
Mohawk Valley Water Authority -Please reference "Miscellaneous" upload "Testimonials" folder -"Mohawk Valley Water Authority" attachment	Steve Gassner	315-792-0307 (Please contact Felling Trailers, Inc. at 1-800-245-2809 before using as advertisement)	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DLA (Defense Logistics Agency)	Government	Virginia - VA	Mostly Semi and HDG trailers	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once	2019-2021 Total: \$3.4 Million (avg \$1.13M/year)	*
Florida County (specific agency name can be given upon request)	Government	Florida - FL	Supply trailers from utility and dump trailers to heavy delivery trailers	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once	2019-2021 Total: \$1.1 Million (avg \$366K/yr)	*
Florida State Agency (specific agency name can be given upon request)	Government	Florida - FL	Supply various trailers	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once.	2019-2021 Total: \$810K (avg \$270K/yr)	*
DOE (Dept of Energy)	Government	Washington - WA	Various products	From \$10,000 to \$100,000 plus order for multiple trailers at once.	2019-2021 Total: \$693K (avg \$231K/yr)	*
Minnesota State Agency (specific agency name can be given upon request)	Government	Minnesota - MN	Various products	From \$5,000 single orders to \$100,000 plus order for multiple trailers at once.	2019-2021 Total: \$550K (avg \$183K/yr)	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	Felling Trailers employs 11 full time sales people with over 100 years of combined industry sales experience. Working both internally and across the U.S. We have local contacts that can provide a familiar face to our customers that are all over the U.S. Factory Sales People work directly with the Nationwide 3rd party dealer network totaling more than 500 locations.	*
27	Dealer network or other distribution methods.	Felling Trailers utilizes a shipping manager to effectively find shipping companies to distribute our trailers. We distribute on average 25 loads of completed product a week.	*
28	Service force.	Dealers provide a local contact and delivery point for customers. Dealers will not only assist in purchasing, licensing a delivery process, but are also instrumental in the service and warranty. Felling authorized dealers will work closely with Felling Trailers to ensure the customer receives correct and efficient service, parts and warranty for their Felling Trailer.	*
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 first step in the process is a Sourcewell member will buy a trailer from a Felling authorized dealer. The authorized dealer will then call a Felling Trailers, Inc. Sales Representative and request the trailer order. The authorized dealer then collects payment and delivers the trailer to the Sourcewell member upon trailer completion. The authorized dealer will report all Sourcewell Sales to Felling Trailers for recording purposes. Felling Trailers will organize all required information for Sourcewell sales into an Excel file and submit quarterly.	*
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.	We currently have 6-8 available parts people to answer incoming calls or online inquiries, along with assisting walk-in customers with parts and service questions and/or concerns. At Felling Trailers, our mission is to meet or exceed customer's expectations and our parts and service dept., do that by responding immediately and assisting the customers in a timely, but accurate fashion. We have a large diverse team here at Felling Trailers that is very knowledgeable throughout all of our model lines. During high volume times of the year we can reach out to other team members also for information that may assist us with providing the information needed to our customers and for assisting our customers directly.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Felling Trailers, Inc. is able and willing to provide all products and services to our entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Felling Trailers, Inc. is able and willing to provide all products and services to our entities in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Felling Trailers, Inc. will be serving all geographic areas of the U.S. through our proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Felling Trailers, Inc. can fully serve all Sourcewell Member sectors through our proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	-There are no restriction to the contract for members of Hawaii or Alaska -Alaska/Hawaii - Trailers shipped here will utilize the same freight matrix to their port locations, plus any applicable fees/charges at the port(s) and water shipment costs. The freight charge will be itemized on Sourcewell quote/invoice.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	-Within Felling's print and digital ad placements with various media partners across several markets includes the Sourcewell Logo. -Sourcewell information is contained on Felling's Government Solutions web page. - Please reference the attachments in the "Marketing Plan" upload - "Digital Promotion Presence" attachment - "Felling Advertising Print Digital" attachment
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We continually review and refine the SEO settings for our webpage, adjusting page content, keyword usage, meta descriptions and such to gain significant ranking and be viewed as "the expert" source by search engines. We also have a very active presence on social media, utilizing Facebook, Instagram, Twitter, LinkedIn, and Youtube.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We expect that Sourcewell will continue to bring innovative contract products/solutions to it's members in an ethical and legally prudent way. We expect that Sourcewell will continue to market it's solutions to potential members. We expect that our contract manager is available to educate and train our sales team as needed. As we currently do when doing joint calls with our dealers, we ensure that the member is aware that we have a Sourcewell contract. IF the customer is unaware of Sourcewell we educate them on who Sourcewell is, give them examples of other members whom have purchased through the contract and encourage them to visit the site. -Please reference the attachment in the "Marketing Plan" upload - "Dealer Communications" attachment
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	N/A -Felling Trailers, Inc. does not offer a e-procurement ordering process

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	-Felling Trailer's offers operational videos that can be accessed on our website. Also, a Felling Trailers Sales Representative can travel to a location, and help with training and inquiries. Both of these options are free of charge for our customers. -Felling Trailer's dealers are also able to help with training, pricing may differ with dealer.

41	Describe any technological advances that your proposed products or services offer.	<p>-Air Ramps - The Air Ramps option eliminates the need for operators to lower or raise the ramps on their Felling trailer. The Air Ramp system does all the lifting for you, helping to prevent back injuries and increase workplace safety. The Air Ramp System is available on 20,000 lb. capacity tag trailers to 100,000 lb. hydraulic detach trailers. Operating via an air bag system that works off of the same supply as the air brake system. Thus, any air-brake equipped truck can operate a Felling Trailer equipped with air ramp system without any other external power source (e.g. battery, gas engine or truck powered hydraulic system). Felling Trailers Air Ramp Technology was even selected as one of the 2013 Contractors' Top 50 New Products winner!</p> <p>-Air Tilt - Felling Trailers' Air Tilt Trailers utilize air, powered from the tow vehicle, to tilt the trailer and optional ramps, eliminating the need for hydraulics. The air power from the tow vehicle fills the air bags, which then raise the trailer smoothly; the air bag will then keep the deck in the tilted position to allow for loading/unloading of multiple pieces of equipment. The deck then lowers itself by releasing the air pressure at a controlled rate to prevent the deck from slamming down. With Felling's Air Tilt Trailers, superior towing capability and balance were achieved by placing the axles further back compared to other tilt trailers on the market. The Felling Trailers' Air Tilt Trailer models are also great for transporting low clearance equipment such as pavers, scissor lifts, forklifts and more with its low-clearance loading angle. With the option of ramps, a load angle as low as 7° can be achieved for loading equipment. Felling Trailers uses a High Grade 80 steel for the main structural beams to increase the trailer's strength, yet reducing the total trailer weight.</p> <p>-EZ-Tilt • Felling Trailers' EZ-Tilt model line is equipped with rotating torsion suspension, the EZ-Tilt Trailer Technology allows for a ground-level loading unit that makes the job of loading low clearance; cumbersome equipment like floor sweepers/scrubbers and scissor lifts a simplified task. Great for rental yards offering the versatility to load a variety of equipment quickly, safely and get the customer on their way. The EZ Tilt is a universal trailer, the electric/hydraulic lift system with the power up and down gives the operator the ability to load and deliver two scissor lifts at a time and capacity to load a skid loader.</p> <p>-Air Bi-fold Ramp System -- The Air Bi-Fold ramps system is part of Felling's Controlled Flow Air Ramp series which the company launched over a decade ago, all air-powered, no batteries, no hydraulics. The new Air Bi-Fold system is a revolutionary system that is perfect for the paving and low clearance markets. A key feature of Felling's design is in the operation of the flip ramp. The flip ramp locks out fully when extending, preventing scraping, or marring of the ground, which is undesirable, especially if it's a new surface of any kind. Another key feature is Felling's controlled flow air ramp technology which provides for soft ground contact of the ramp, keeping new surfaces free from being damaged.</p> <p>-Auto-Locking Reel Bar System -Equipped on all "R" Series products starting in 2023. - The locking system provides enhanced safety features and ease of operation. The auto-locking reel bar system eliminates the use of pins and brackets, it now utilizes a non-removable locking plates system. The locking plates automatically open when lowering the reel to the ground for unloading as the reel is loaded and raised; the locking plates automatically close to contain the reel bar. When the reel is raised to the transport position, spring-loaded pins automatically locks the slides into place. When the pins lock, they provide visual validation that the reel is properly locked in for transport. A green marker on the spring-loaded pins is only visible when the reel bar is properly secured. These indicators can be viewed from the rear-view mirrors of the tow vehicle.</p> <p>-Please reference attachments in the "Miscellaneous" upload -"Drop Deck Air Ramp System" attachment -"Green Air Bi-fold Ramp System" attachment</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>-Energy Efficient Lighting Systems-Felling took steps to maximize energy usage by upgrading lighting systems from the use of metal halide bulbs to T8 fluorescent bulbs. "The benefits to the T8 greatly out weight the transition cost from the metal halide," said Paul Radjenovich, Felling's VP of Operations. The T8 fixtures use 1/4 of the electricity of the previous metal halide fixtures, have 30 less light loss, and provide 40 times longer life expectancy. Better lighting, better work environment, the T8 also provides a higher color rendering index (CRI) of 85 compared to the 65-70 that the metal halide bulb provides. The higher the CRI makes objects and surfaces in a room appear more as they would under natural lighting, increasing the eye's ability to see contrast, detail, and reducing eyestrain. This not only creates a positive environmental impact, but also saves the company significantly in operational costs.</p> <p>-Proper Disposal and Recycling of Special Materials- The company implemented a partnership with Stericycle, a waste management solution provider, whose services handle pick-up and proper disposal of liquid paint waste, fluorescent light bulbs, metal halide bulbs, and oil absorbent rags to ensure environmental safeguarding, protection of people, and organizational compliance. In the period of one year, nearly 8,000 gallons of paint waste was reused as fuel in cement kilns, 165 gallons of paint waste was considered waste-to-energy and 500 light bulbs were recycled.</p> <p>-Ventilation Systems for Better Air Quality- Air quality plays a significant part in employee comfort, safety, and performance in a manufacturing environment. Felling recognized this and put into motion their air quality initiative. The company invested in ventilation systems that capture welding fumes and gases at their source and remove them from the worker's breathing zones. The captured air is then filtered through a high-efficiency canister filter with a 99.9% efficiency rate, exceeding OSHA requirements. Felling's blast booth is also equipped with its own air filtration system that not only filters the air but returns it to the welding shop floor helping to maintain the heat of the manufacturing area and better regulate the temperature.</p> <p>Felling Trailers work environment has improved dramatically over the years, not only the air quality but lighting and temperature control as well. The air exchangers allow us to maintain a higher room temperature in the winter by not sucking out a majority of the heat with the dirty air.</p> <p>-Felling also implemented a system that utilizes heat produced from the compressor room that houses four (4) large compressors. The system is configured with two modes: summer and winter. In winter mode, the warm air is pulled, filtered and pushed into the drying room supplementing the heat that would otherwise be produced via radiant gas heat from the ceiling. In the summer mode, the warm air is pulled, filtered and pushed outside. The company also took steps to reduce the amount of hazardous air pollutants by using a new paint vendor that offers paint with only 4% of the pollutants found in their previous paint.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Felling Trailers, Inc. was presented with the 2018 Green Manufacturing Award in February of 2018 at the National Association of Trailer Manufacturers (NATM) Conference in Fort Worth, TX. NATM's Green Manufacturing Award was established to recognize manufacturers that have made significant contributions toward improving their environmental impact within their manufacturing processes and facilities. The award celebrates environmental awareness and protection, as well as the business opportunities created therein.</p> <p>-Please see "Miscellaneous" upload</p> <p>-Green Manufacturing Award" attachment</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Felling Trailers, Inc has been awarded the WBE and WOSB certifications.</p> <p>-Please reference attachments in the "WMBE-WBE" upload</p> <p>-WBE Certificate" attachment</p> <p>-WOSB Certificate" attachment</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>-Felling Trailers employs a full staffed Engineering department that works along side our Sales team and Production teams to ensure a properly engineered and manufactured trailer to meet the capacity and function for the necessary job applications.</p> <p>-Along with each trailer being fully engineered, all Felling trailers are backed by a Limited Lifetime Structural Warranty and a Three Year Paint Warranty that surpasses the industry standards. Felling Trailers is an ISO 9001:2015 Certified Company</p>	*

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our warranties cover all the above.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, there are not any restrictions or limitations.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not cover travel time and mileage	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, our warranty department normally tries to find a local dealer or an outside vendor to preform the repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The first year of warranty we cover everything all Felling, as well as outside vendor supplied parts. After the first year the vendored supplied parts may carry an extended warranty that would be filed directly to the end user and the vendor.	*
51	What are your proposed exchange and return programs and policies?	It varies depending upon case, it can be determined at initial contact.	*
52	Describe any service contract options for the items included in your proposal.	Felling Trailers, Inc. does not offer service contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Sourcewell payment terms are Net Due 30 days. Accepted payment methods will depend on their dealer that they are buying the trailer through.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Felling Trailers, Inc. uses National Cooperative Leasing as a leasing/finance partner for public and government agencies.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our sales reps will make a quote for the respective Dealer and the Sourcewell Entity. Once they have confirmation, they will turn the Dealer Quote into an Order and our AR department will invoice off of the Dealer Order. The Sourcewell entity will get their order and payment info from their respective dealer. Please see attachments in the "Standard Transaction Documents" upload -"Dealer Invoice" attachment -"Dealer Order" attachment -"Dealer Quote" attachment -"Sourcewell Quote" attachment	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Felling Trailers, Inc. does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	-Please reference "2023 Felling Sales Guide" attachment	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	-Sourcewell members get a 12% discount off of the MSRP. For example, an "FT-12 I" list price is \$8,197.00 with the 12% discount the trailers net price drops to \$7,213.36	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	-Volume discounts considered on a per order basis, see your Felling Sales representative to discuss	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	-All "non-standard options" will be quoted per request. As per all of our customers special "non-standard options" they will be given a "list-price". These items will receive the same discount (12%) as all other products.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	-Training cost - No cost at time of delivery. -Extra on-site training may carry an additional charge -DOT Inspections - Up to \$250 -Dealer Off-Load/Set-up - Up to \$1,000 -Federal Excise Tax (if applicable) - 12% -Any state/county/local taxes	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	-Trailers are shipped via Felling Fleet or Felling approved carrier to local dealer. Freight cost is determined at time of quote using a freight matrix which takes into account trailer size, current fuel cost and distance. Freight charge will be itemized on Sourcewell quote/invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	-Alaska/Hawaii - Trailers shipped here will utilize the same freight matrix to their port locations, plus any applicable fees/charges at the port(s) and water shipment costs. The freight charge will be itemized on Sourcewell quote/invoice. -Canada - Trailers shipping to Canada are quoted at time of quote at current market rates. Freight charge will be itemized on Sourcewell quote/invoice.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	-Felling Trailers has a vast dealer net work that includes over 500 dealers throughout North America represented in all of the 50 states.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	N/A

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	-On a quarterly basis Felling Trailers will "spot-check" a minimum of two (2) reported orders with Sourcewell customers to verify pricing matches contract. -Felling Trailers will include a minimum of four (4) articles per year in our dealer newsletter(s) about the importance of reporting all Sourcewell transactions.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	-CRM reports readily available so we are easily able to track all Sourcewell orders for the quarters/year	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	-Felling Trailers pays Sourcewell 2% of the net price per each unit sold, and payment goes out quarterly	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	-Felling Trailers gives you the Competitive Advantage with over 45 years of manufacturing experience paired with top of the line materials and the latest in design technology used in every trailer built. We are dedicated to building a trailer that is Designed and Engineered for the Long Haul. Felling Trailers has earned the confidence of customers throughout the U.S. and the world. With an expansive product line, we have a trailer to meet your hauling needs and stand the test of time. When you purchase a Felling trailer, you have access to an unsurpassed service network along with the Quality, Craftsmanship, and Pride that goes into every trailer we build. Felling Trailers stands behind every trailer manufactured with a Lifetime Limited Structural Warranty and a 3-Year Paint Warranty. At Felling Trailers, each trailer is manufactured above the industry standards to provide you with a trailer that will last for the long haul. -From routine trailer maintenance and service to trailer refurbishing, Felling Trailers has a dedicated staff of service professionals who can handle almost any job	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Felling Trailers solution would include the following sub categories: -Semi -Utility -Dump -Lowboy -Hydraulic Lift -Flatbed -Deck-Over -Drop-Deck -Tilt	*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	Felling Trailers offers the following: -Semi -Utility -Dump -Lowboys -Tags -Hydraulic lift -Flatbeds -Deck overs -Drop-deck tilt -Rollbacks -Slide Axle -Gooseneck	*
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

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

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

- [Pricing](#) - 2023 Felling Sales Guide.pdf - Monday September 26, 2022 10:15:06
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday September 20, 2022 09:55:43
- [Marketing Plan/Samples](#) - Marketing Plans.zip - Tuesday September 20, 2022 14:38:56
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE-WBE.zip - Tuesday September 20, 2022 12:35:59
- [Warranty Information](#) - Felling Trailers Limited Lifetime Warranty.pdf - Tuesday September 20, 2022 10:34:05
- [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday September 20, 2022 12:20:08
- [Upload Additional Document](#) - Miscellaneous.zip - Tuesday September 20, 2022 15:26:21

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Patrick Jennissen, V.P. Sales/Marketing, Felling Trailers, Inc.

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

☒ Yes ☐ No

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

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

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

