



MASTER AGREEMENT # 010825

CATEGORY: Bulk Solid Waste and Recycling Equipment

SUPPLIER: Hol-Mac Corporation

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hol-Mac Corporation, 160 Commerce Drive, Bay Springs, MS 39422 (Supplier).

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

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

Article 1:
General Terms

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 19, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (RFP #010825) to Participating Entities. In Scope solutions include:
 - a. Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction;
 - b. Knuckleboom and grapple loaders;
 - c. Hook and hoist dumpster loaders;
 - d. Roll-off trucks; and
 - e. Refuse and recyclable material balers and compactors.Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary and directly related to the equipment, products, or services being proposed in 1. a. - e. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

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

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

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

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

- v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

The Report must contain the following fields:

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

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

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

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

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

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

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

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

19) Grant of License.

a) During the term of this Agreement:

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

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

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

c) Use; Quality Control.

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

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
- d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to

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

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

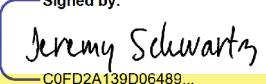
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

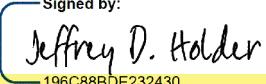
Sourcewell

Hol-Mac Corporation

Signed by:

 Jeremy Schwartz
 COFD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer

Date: _____
 5/16/2025 | 1:10 PM CDT

Signed by:

 Jeffrey D. Holder
 196C88BDE232430...

By: _____
 Jeffrey D. Holder
 Title: Chief Financial Officer

Date: _____
 5/16/2025 | 11:09 AM PDT

RFP 010825 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Hol-Mac Corporation
Does your company conduct business under any other name? If yes, please state: Mississippi
Address: PO Box 349
Bay Springs, Mississippi 39422
Contact: Mark Dyess
Email: dyess.mark@hol-mac.com
Phone: 601-670-3290
Fax: 601-670-3290
HST#:

Submission Details

Created On: Monday December 16, 2024 15:22:35
Submitted On: Monday January 06, 2025 11:26:02
Submitted By: Mark Dyess
Email: dyess.mark@hol-mac.com
Transaction #: 49d2aa07-d83f-4870-907a-3f6636088c13
Submitter's IP Address: 65.183.105.171

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Hol-Mac Corporation P.O. Box 349 Bay Springs, MS 39422 Federal ID Number: 64-0515071 Phone: (601) 764-4121 Toll Free: (800) 844-3019
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Pac-Mac, Hammerhead Armor, Donkey Forklifts, Hol-Mac Fabrications, Hol-Mac Hydraulics, Anel Corporation, Hol-Mac Electric
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SHQPS
5	Provide your NAICS code applicable to Solutions proposed.	NOT APPLICABLE
6	Proposer Physical Address:	160 Commerce Drive Bay Springs, MS 39422
7	Proposer website address (or addresses):	https://e-pac-mac.com https://hol-mac.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeffrey D. Holder Chief Financial Officer P.O. Box 349 Bay Springs, MS 39422 jholder@hol-mac.com (601) 764-4121 ext. 3315
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mark Dyess Pac-Mac Sales Manager 160 Commerce Drive Bay Springs, MS 39422 (601) 670-3290
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jordan Holder General Manager 160 Commerce Drive Bay Springs, MS 39422 (601) 764-4121 ext. 3337

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Pac-Mac, a division powered by Hol-Mac Corporation, manufactures a variety of the most productive refuse and recycling equipment in the industry. Our products are manufactured in state of the art facilities and designed with world class engineering for efficiency, reliability, and ease of operation.</p> <p>By combining Hol-Mac Corporation and its 60 years of experience in hydraulics, steel fabrications & manufacturing capabilities, Pac-Mac has become an industry leader in design, technology, and product stability.</p> <p>Hol-Mac Corporation specializes in world class steel fabrications and manufacturing, for some of the world's largest Original Equipment Manufacturers (OEM), as well as our own Proprietary Brand product lines. With seven state of the art facilities, supporting its seven subsidiaries, Hol-Mac Corporation is committed to providing world class products while supporting American manufacturing.</p> <p>The culture of pride in craftsmanship at Hol-Mac was based on our Founder's vision to build quality products, conduct business with integrity, and provide customers with exceptional customer service. These values are the driving force behind what we call "the Hol-Mac way" - or the drive to "DO IT RIGHT".</p> <p>By integrating over 60 years of industry experience and expertise, we provide both consumers and manufacturers with the highest-standard equipment components and finished machines. Our culture is to build quality products, conduct business with integrity, and provide our customers with exceptional service. Our progressive performance has continued to earn a reputation for reliability, quality, innovation, and customer satisfaction.</p>
12	What are your company's expectations in the event of an award?	When Hol-Mac is awarded the Sourcewell Contract associated with RFP 010825, our sales team will begin promoting the contract through both direct customers as well as promoting through our dealer networks and all other marketing efforts. We should immediately begin using the Sourcewell contract as our main source of procurement for municipalities throughout the United States and Canada.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	In its 61 year history, Hol-Mac / Pac-Mac has proven its financial strength and stability by keeping low debt and positive financial sheets. Hol-Mac / Pac-Mac continues to grow its market share in all of the vertical markets it participates in. Please see attached financial statements.
14	What is your US market share for the Solutions that you are proposing?	<p>In the Bulk Solid Waste & Recycling Equipment OEM industry, there are no comprehensive and detailed industry research reports that provide insight into market share with any accuracy. Additionally, there are no third party auditors that report on these figures. Available reporting within this market encompasses private haulers making the ability to understand market share within the confines (municipal purchasing) of the Sourcewell contract impossible.</p> <p>Pac-Mac's industry focus has always been within the municipal sector where we continue to grow our market share at an exponential rate. With a growth rate of over 20% year over year for the past four years and a winning percentage on opportunities bid at +75%, Pac-Mac has the proven ability to meet and exceed the demands of Sourcewell members. We feel strongly that Pac-Mac is number 1 or 2 in the under-CDL category for the United States and Canadian markets.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>In the Bulk Solid Waste & Recycling Equipment OEM industry, there are no comprehensive and detailed industry research reports that provide insight into market share with any accuracy. Additionally, there are no third party auditors that report on these figures. Available reporting within this market encompasses private haulers making the ability to understand market share within the confines (municipal purchasing) of the Sourcewell contract impossible.</p> <p>Pac-Mac's industry focus has always been within the municipal sector where we continue to grow our market share at an exponential rate. With a growth rate of over 20% year over year for the past four years and a winning percentage on opportunities bid at +75%, Pac-Mac has the proven ability to meet and exceed the demands of Sourcewell members. We feel strongly that Pac-Mac is number 1 or 2 in the under-CDL category for the United States and Canadian markets.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Hol-Mac has never been the subject of a bankruptcy action or protection.

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>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?</p>	<p>a) Not Applicable</p> <p>b) Hol-Mac Corporation is the manufacturer of Pac-Mac Refuse, Bulk Waste and Recycling Equipment. Hol-Mac Corporation sells its Pac-Mac product line through a network of dealers across the United States and its territories, excluding the State of Mississippi in which Hol-Mac Corporation sells and services direct. In this direct territory, HMC has service vehicles and provides full warranty services on-site. Individuals who sell and service direct are employees of Hol-Mac Corporation. Units sold through Pac-Mac's Dealer Network are delivered direct by the dealer. Pac-Mac's sales team provides on-site demonstration and dealer training to all dealers in the Pac-Mac dealer network. All Hol-Mac Corporation dealers are independently owned and operated, and employ sales and service personnel.</p>
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Hol-Mac Corporation is required to hold and does hold the following licenses: State of Mississippi Business License, Jasper County Mississippi Privilege License, Mississippi Motor Vehicle Commission Secondary Manufacturer License, and Louisiana Motor Vehicle Commission Converter/Secondary Manufacturer License. Third parties are not applicable.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Founded in 1963, Hol-Mac Corporation, including its subsidiary Pac-Mac, has never been suspended or disbarred from participating in any government contracts in the company's 60+ years of existence.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<ul style="list-style-type: none"> ISO 9001:2015 Certified. Defined as an international standard for quality management systems (QMS), ISO 9001 provides a framework for organizations to establish, implement, maintain, and continually improve their quality management practices. The standard focuses on ensuring customer satisfaction by meeting customer requirements and enhancing overall organizational performance. Hol-Mac Corporation participates in annual audits to ensure that we are adhering to ISO 9001 in order to enhance our efficiency, effectiveness, and customer confidence to maintain this certification while also promoting a culture of continuous improvement within our operations. ISO 14001:2004 Certified. Defined as an internationally recognized standard for environmental management systems (EMS), ISO 14001 sets out the criteria for an organization to establish, maintain, and continually improve an effective EMS. The goal of ISO 14001 is to help organizations minimize their environmental impact, comply with applicable regulations, and demonstrate a commitment to sustainability. Hol-Mac Corporation participates in annual audits to ensure that we are following this standard, identifying, and managing our environmental aspects, setting environmental objectives, and engaging in ongoing monitoring and evaluation to maintain this certification and achieve continuous environmental improvement. Mississippi Department of Environmental Quality enHance Program Leader. The MDEQ enHance Program is an initiative aimed at promoting and recognizing environmental stewardship efforts by businesses and organizations in the State of Mississippi. The program encourages participants to voluntarily implement environmental management practices that go beyond regulatory compliance. Mississippi's First StormReady Manufacturing Facility Award by The National Weather Service. StormReady is a program designed by the National Weather Service to recognize communities and organizations that have reached a high level of severe weather preparedness. Mississippi Quality Excellence Award Mississippi Quality Commitment Award Mississippi Quality Governor's Award Six Sigma - Utilizing Low Manufacturing Principals 8 Wastes/5S Mississippi Fastest Growing Companies Award by The Mississippi Business Journal Caterpillar Bronze Certification Award – 2X Winner 2019, 2020, 2021, and 2022 Best places to work in Mississippi Mississippi's Healthiest Workplace <p>Additionally, Hol-Mac Corporation has received numerous Preferred Supplier Awards and High Performance Recognitions from customers such as Caterpillar, John Deer, and Komatsu.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	Approximately ninety percent (90%) of Pac-Mac's overall annual sales are to the governmental sector. With our continued efforts to grow Pac-Mac's already well-established Dealer Network, this number will continue to increase annually.
22	What percentage of your sales are to the education sector in the past three years?	With the majority of the educational entities contracting waste collection to private haulers, less than one percent (1%) of Pac-Mac's overall annual sales are to the education sector.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Pac-Mac products are currently available on the following contracts:</p> <ul style="list-style-type: none"> Sourcewell 0400621-HMC – approximately four and one half percent (4.5%) of overall annual sales. North Carolina Sheriff's Association – approximately six and one half percent (6.5%) of overall annual sales. Florida Sheriff's Association – approximately one and one half percent (1.5%) of overall annual sales. Houston-Galveston Area Cooperative (HGAC) – less than one percent (1%) of overall annual sales. Texas Buyboard – less than one percent (1%) of overall annual sales. Virginia Sheriff's Contract – less than one percent (1%) of overall annual sales. Oklahoma State Purchasing Contract – less than one percent (1%) of overall annual sales National Purchasing Partners – Government (NPPGov) – New contract, data not yet available
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Pac-Mac does not currently participate with any GSA contracts or Standing Offer and Supply Arrangements (SOSA).

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
York County, VA	Doug Deach	757-890-3840	*
Iberville Parish, LA	Brandon Mellion	225-685-7284	*
Hampton, VA	William Heckstall	757-726-2909	*
Newport News, VA	Chris Perry	757-269-2412	
Huntsville, AL	David Stallions	256-650-4345	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>In addition to our World Class Dealer Network, Pac-Mac maintains a Sales Force of eight (8) individuals:</p> <ul style="list-style-type: none"> - General Manager of Production and Sales - National Sales Manager - Two (2) Regional Sales Managers - Two (2) Territory Sales Managers - Two (2) Sales Operations Specialists / Inside Sales 	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Pac-Mac's Dealer Network consists of 18 authorized dealers operating in 44 locations across North America and the Caribbean. Strategically positioned, each Dealer within the Pac-Mac Dealer Network provides the highest level of sales and service, as well as parts support in the industry. While Pac-Mac actively focuses on evolving and growing the Dealer Network to enhance our ability to reach every customer in North America, all unassigned territories are serviced directly by the Pac-Mac Sales and Service Team.</p>	*
28	Service force.	<p>The Pac-Mac factory based Parts and Service Department, located at our corporate facilities, has nine (9) team members that work in tandem with Pac-Mac's Dealer Network to respond to customer's needs for parts and service. In addition to having twenty four hour access to the online parts catalog, Pac-Mac's Nationwide Dealer Network maintain extensive parts inventories and employ service technicians that are immediately available to respond to service needs. The Pac-Mac service team also works directly with end-users to remotely assist with repairs, and in some instances are called upon to assist with on-site troubleshooting and repair.</p> <p>Pac-Mac prides itself on our ability to provide needed parts and service to our customers. We continuously monitor and audit our performance to ensure that Pac-Mac customers receive the fastest response and highest quality of service in the industry.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>In areas serviced by the Pac-Mac Dealer Network, a Sourcewell Member would contact the appropriate Dealer. Once the suitable product or product mix is identified, the dealer will provide the Sourcewell Member with a Pricing Proposal. The Member would then place their order direct to the Dealer for processing. The Member will immediately receive an order confirmation. In turn, the Dealer will place the order direct with Pac-Mac for processing and production. An order confirmation is provided from Pac-Mac to the Dealer along with additional information such as product availability and lead times. The Dealer will monitor the production process through the Pac-Mac Dealer Portal and provide frequent updates to the Sourcewell Member. Once the product is complete, Pac-Mac will notify the Dealer to arrange for product pick-up and delivery.</p> <p>In areas NOT serviced by a Dealer, the Sourcewell Member would contact Pac-Mac directly and be assisted by a member of the Pac-Mac Sales Team. Once the suitable product or product mix is identified, Pac-Mac would provide the Sourcewell Member with a Pricing Proposal. The Member would then place their order direct to Pac-Mac for processing. The Member will immediately receive an order confirmation along with additional information such as product availability and lead times. Our Sales Team monitors the production process and provides frequent updates to the Sourcewell Member. Once the product is complete, Pac-Mac will notify the Member and arrange for product pick-up and delivery.</p>	*

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.	Customer Service has always been a fundamental part of Pac-Mac's business, and our programs are unparalleled in the industry. Pac-Mac's Parts and Service technicians are available by phone from 7am - 4:30pm Central Time making our response times to customer needs immediate, and we are committed to shipping common standard parts within 24 hours of request. Authorized Pac-Mac Dealers are required to maintain trained technicians and parts inventories as an accountability standard, and the online parts catalog is available to dealers 24 hours a day, 7 days a week. Pac-Mac customers primarily work with Pac-Mac Dealers for warranty service and out-of-warranty labor repairs as well as routine maintenance. The Pac-Mac service team also works directly with end-users to remotely assist with repairs, and are available to assist with on-site troubleshooting and repairs. Pac-Mac manufactures reliable products designed for serviceability and ease of use. In most cases, the customer can perform routine service and repair of their equipment with the assistance of an Authorized Pac-Mac Dealer or directly with Pac-Mac's parts and Service Department. Furthermore, all Pac-Mac products are continuously inspected throughout the manufacturing process to safeguard that we are providing the highest quality products in the industry from start to finish. Pac-Mac's Quality Control Department thoroughly reviews and inspects every Pac-Mac product prior to shipment to ensure 100% accuracy relative to the customer's request and order submission.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Pac-Mac and our World Class Dealer Network currently provide products and services across the United States. In addition to the Pac-Mac Sales Force, our Dealer Network of 18 Dealers operating in 44 locations across the United States and the Caribbean provides Sourcewell Members seeking to purchase Pac-Mac products multiple avenues of distribution. Additionally, it is an accountability standard for Pac-Mac Dealers to maintain an inventory of completed stock units available for purchase and expedited delivery. Furthermore, Pac-Mac maintains an aggressive build schedule for manufacturing stock units to be installed on Pac-Mac owned chassis often times giving us the ability for expedited factory direct shipment of completed Pac-Mac products. Pac-Mac continues an active focus on evolving and growing the Dealer Network to enhance our ability to reach every customer in the United States.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Pac-Mac's ever-increasing footprint continues to expand throughout North America, including into Canada. We are currently seeking to expand our Dealer Network throughout all of Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	It is Pac-Mac's intent to fully service all areas throughout the United States and Canada for the duration of the proposed contract.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All account types will have full access to Pac-Mac Solutions once this contract is awarded. Other cooperative purchasing programs do not limit Pac-Mac's ability to promote Sourcewell. Furthermore, Pac-Mac will not exclude any Sourcewell Members from our contract related to this RFP and we are fully prepared and capable of servicing all Sourcewell Member Segments.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions for Alaska, Hawaii, or any US territories, as Pac-Mac currently has customers located in Puerto Rico, Guam, Panama, and the Bahamas. The requirement for shipping equipment via ocean-going vessels will vary depending on port of departure and port of delivery. In some cases, full or partial payment of the equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	All account types will have full access to Pac-Mac Solutions once this contract is awarded, including nonprofit entities.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Pac-Mac Marketing team's strategy to promote the affiliation and partnership with Sourcewell include, but are not limited to the following marketing strategies:</p> <ul style="list-style-type: none"> -Sourcewell Logo and contract number displayed on our world class Pac-Mac website, as well as our parent company Hol-Mac Corporation and subsidiaries (Hammerhead Armor, Donkey Forklifts, and Huber Corporation). -Design and release a dedicated Sourcewell information page on our Pac-Mac and Hol-Mac Corporation websites, outlining the advantages of our Sourcewell partnership with dedicated outbound information links to the Sourcewell website to further cross-promote the Pac-Mac and Sourcewell partnership. -Sourcewell logo and contract number proudly displayed on all print and digital Pac-Mac and Hol-Mac Corporation marketing collateral (examples attached). -Designated Dealer Sourcewell marketing and training campaigns to educate dealers on the advantages of the Sourcewell and Pac-Mac partnership, equip Pac-Mac dealers with top marketing strategies to engage and inform their customers on the partnership, and provide Pac-Mac dealers with world class marketing collateral displaying the Sourcewell logo and contract number. -Announce and promote the Sourcewell partnership by releasing multiple designated social media campaigns through our Hol-Mac family of company's platforms including Facebook, Instagram, LinkedIn, and Twitter. Campaign focus to include, but not limited to: brand awareness, partnership advantages, customer purchases and testimonials, and cross-promotion of both Pac-Mac and Sourcewell. -Tradeshow displays, flags, and promotional pieces to include Sourcewell logo, contract number, and advantages will be displayed at all Pac-Mac and Hol-Mac Corporation attended tradeshows. -Capitalizing on the strength of Pac-Mac's parent company Hol-Mac Corporation and its six additional subsidiaries (Hammerhead Armor, Donkey Forklifts, Huber Corporation, Hol-Mac Hydraulics, Hol-Mac Fabrications, and Hol-Mac Electrical) to drive overall industry awareness of Sourcewell contracts.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The Pac-Mac Marketing team focuses on digital marketing channels such as the Pac-Mac website and Social Media platforms to promote the partnership with Pac-Mac and Sourcewell. Pac-Mac social media platforms currently have an 11.6% engagement rate, well above the 1-3.5% engagement average.</p> <p>Pac-Mac routinely integrates paid advertisements across social platforms, utilizing competitor data via Semrush and Meta to reach the targeted demographic boosting ad impressions and engagement.</p> <p>The Pac-Mac Sales Team utilizes CRM, further linking the Pac-Mac Marketing Team to sales and dealer channels for an integrated and personal marketing experience for Pac-Mac dealers and customers.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We believe Sourcewell's role is to both train our company as well as our Pac-Mac dealer network on the details, procedures, and advantages of using this RFP. We believe Sourcewell should work both through Pac-Mac, as well as direct in engaging our dealer network to understand how to make the most of this Sourcewell contract. All direct sales, as well as our dealer networks sales forces will receive periodic training on how to leverage this contract to streamline their customers purchasing decisions. We shall develop a Sourcewell tab inside of our CRM to assure that the Sourcewell contract shall be considered on all new opportunities.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>No. Pac-Mac products are sold through our expansive dealer network or through Pac-Mac directly.</p> <p>At Pac-Mac, we do offer the ability for customers to submit an online quote request for all of the Pac-Mac product lines. The online quote form is located on the Pac-Mac website, and is directed to Sales via the Pac-Mac CRM platform for optimum speed and customer satisfaction after submission.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In-person training for new units is standard when purchasing a Pac-Mac product. Pac-Mac provides training manuals with all Pac-Mac manufactured products. Parts and Service Manuals and Operator's Manuals are provided with each unit at time of delivery. Pac-Mac also offers in-factory operator and service training upon request at no cost. Additionally, Pac-Mac Dealers provide multiple open house events and demonstration days throughout the year at no cost to those attending.
42	Describe any technological advances that your proposed Solutions offer.	<p>Safety, Serviceability, and Innovation are three mainstays for Pac-Mac's Research and Development teams. We are constantly creating and implementing new ideas, products, services, and processes that bring about positive change to the industry. In addition to leveraging hardox steel in key areas and embracing alternative fuel chassis, some of Pac-Mac's recent advancements include:</p> <ul style="list-style-type: none"> • The placement of operator presence switches on all joystick controls to minimize the risk of accidental system engagement. • The engineering of enhanced features into our IQAN Operating System for continuous system status awareness. • The placement of illuminated proximity switches to aid in system troubleshooting. • The implementation of pedestrian proximity sensors and camera systems to provide 360-degree visibility and pedestrian or foreign object detection during operation. • "No Climb" designs that allow for routine service of the product to be conducted from the ground level.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Hol-Mac Corporation embraces environmentally responsible manufacturing practices to reduce our overall ecological footprint, contribute to sustainable development, and strive to meet the growing demand for environmentally friendly products. The following is a list of areas where the practices that are being implemented:</p> <ul style="list-style-type: none"> • Resource Efficiency by optimizing the use of energy, water, and raw materials to reduce waste and minimize environmental impact. • Pollution Prevention by implementing technologies and practices to minimize or eliminate pollutants generated during the manufacturing process, such as air emissions, water pollution, and hazardous waste. • Recycling and Waste Management by promoting the recycling and reuse of materials through our lean manufacturing processes in order to minimize the amount of waste sent to landfills and exploring innovative waste management strategies. • Product Design by emphasizing sustainable product design principles and developing products with a longer lifespan. • Supply Chain Management by working with suppliers to ensure they also adhere to environmentally responsible practices.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Although Hol-Mac Corporation has not sought any third party ratings or certifications, we do embrace environmentally responsible manufacturing practices to reduce our ecological footprint, contribute to sustainable development, and strive to meet the growing demand for environmentally friendly products. As mentioned in an earlier section, these environmentally responsible manufacturing practices include the following: 1.) Resource Efficiency by optimizing the use of energy, water, and raw materials to reduce waste and minimize environmental impact, 2.) Pollution Prevention by implementing technologies and practices to minimize or eliminate pollutants generated during the manufacturing process, such as air emissions, water pollution, and hazardous waste, 3.) Recycling and Waste Management by promoting the recycling and reuse of materials through our lean manufacturing processes in order to minimize the amount of waste sent to landfills and exploring innovative waste management strategies, 4.) Product Design by emphasizing sustainable product design principles and developing products with a longer lifespan, and 5.) Supply Chain Management by working with suppliers to ensure they also adhere to environmentally responsible practices.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Hol-Mac Corporation specializes in world-class steel fabrications and manufacturing for some of the world's largest Original Equipment Manufacturers, as well as our own Premier Proprietary Brand product lines. During the Covid 19 pandemic when much of the industry was experiencing extreme lead times and factory shut downs, Hol-Mac was able to increase production capacity and expand facilities due to inventory and supply chain management initiatives to include an expanded chassis inventory.</p> <p>Hol-Mac's OEM capabilities allow Pac-Mac to be vertically integrated with all metal fabrication, hydraulic cylinder manufacturing, wiring harness manufacturing, and hydraulic tank manufacturing being completed in-house by our sister companies.</p> <p>With unparalleled quality, Pac-Mac offers the most robust product line in the industry with multiple customer selectable options and the industry's most favorable lead times. Pac-Mac's broad selection of both CDL and UNDER-CDL Models are accompanied by the longest warranty in the industry and reliable service after the sale to give Sourcewell Members confidence in this crucial aspect of purchasing a product.</p>

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Hol-Mac Corporation, Pac-Mac's parent company, is a privately held family-owned business.

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Pac-Mac's payment terms are Net 30 days from invoice date with approved credit. Accepted methods are Electronic Bank Transfer and Certified Check. Pac-Mac also accepts P-card and Credit Card Payments.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Pac-Mac works with multiple A+BBB Rated Third Party Financial Institutions to provide flexible Fair Market Leasing and Fixed Purchasing options to our customers. These institutions employ direct relationships with our customers so that the customer does not incur additional costs such as broker and prepayment fees. Additionally, Pac-Mac is happy to recommend and work with the Sourcewell National Cooperative Program to provide turnkey financial solutions best suited for municipal leasing.

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>When applicable, Pac-Mac will issue a New Customer Application to a Sourcewell Member. The purpose of a New Customer Application is to gain information about the Sourcewell Member such as physical and billing addresses, appropriate points of contact, requested financial terms, as well as credit and trade references. These applications allow Pac-Mac to establish a Sourcewell Member as a new customer inside of our systems. All Sourcewell Members seeking to procure Pac-Mac products will receive a Product Pricing Proposal containing complete product descriptions with line item pricing, information such as specifications for sourced goods when applicable, shipping or delivery details, financial terms & conditions, and warranty overview. In addition to the Product Pricing Proposal, Members will also receive complete Product Warranty Statements. When applicable, Pac-Mac will provide Chassis Specification Documents. These documents contain important details such as vehicle configuration, engine and transmission equipment, electronic parameters, front and rear axle capabilities, wheelbase and frame configurations, as well as interior and exterior cab and control information.</p> <p>If a Sourcewell Member purchases a turnkey solution from Pac-Mac or an Authorized Pac-Mac Dealer, the Member will receive an electronic copy of the Manufacturer's Statement of Origin (MSO) followed by the original MSO by insured and certified parcel delivery. Some states require Second Stage Manufacturer Statements of Origin in addition to the Original Statement of Origin. When this occurs, Pac-Mac will create the Second Stage MSO and provide electronic copies and original documents to the Sourcewell Member. Once an order is complete and ready for delivery, Pac-Mac will issue the Sourcewell Member an electronic invoice and product release documentation. The product release documentation requires information from the Member regarding what person or entity the product is to be released to for delivery and appropriate contact information for that person or entity.</p> <p>Examples of each of these documents have been provided in the document upload section of this proposal response.</p>
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Pac-Mac does accept the P-card procurement and payment process. Such transactions will incur an additional service fee.
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Hol-Mac Corporation and its subsidiary Pac-Mac maintain individual Manufacturer's Suggested Retail Pricing/Retail Price Lists for all product offerings. Pac-Mac would use a percentage off MSRP pricing model for all Pac-Mac products and options being proposed to Sourcewell Members under this contract. The percentage discount will be five percent (5%) off MSRP. Additionally, sourced goods and open market products such as chassis would be supplied at cost plus a percentage.</p> <p>Detailed MSRP/Retail Price Lists as well as Sourcewell Price Lists have been uploaded in the document upload section of this proposal response.</p>
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>When awarded a contract, Pac-Mac would offer Sourcewell Members a percentage discount of five percent (5%) off MSRP for all Pac-Mac products and options proposed in this response. We have provided detailed MSRP/Retail Price Lists in the document upload section of this proposal response.</p> <p>Once a Sourcewell Member has identified the product or products that best meet their needs, Pac-Mac or an Authorized Pac-Mac Dealer would provide the Sourcewell Member with a detailed product proposal reflecting an itemized list of body and options to include a total price. Pricing for sourced goods and open market products such as chassis would also be itemized and included in the total price of the product proposal.</p>
61	Describe any quantity or volume discounts or rebate programs that you offer.	It is not currently a standard practice for Pac-Mac to offer volume discounts or rebate programs. However, specific opportunities consisting of high-volume purchases or repeat customers will be evaluated and considered for additional discounted pricing on a case-by-case basis.

62	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>As an OEM, Pac-Mac, along with its sister companies Hol-Mac Hydraulics, Hol-Mac Fabrications, Hol-Mac Electrical, Hammerhead Armor, and Anel Corporation, is able to provide over 80% of the materials and components required for the structured build of the products proposed in this contract response. This allows Pac-Mac to minimize the need to source most goods and open market products, placing Pac-Mac in an advantageous position to exceed the needs of Sourcewell Members. Additionally, Pac-Mac's OEM status in the industry provides us with the ability to procure open market goods such as chassis' through long-standing relationships with suppliers across the United States. In most cases, Pac-Mac and authorized Pac-Mac Dealers are able to provide turnkey solutions, including both standard and non-standard options, to Sourcewell Members. All open market items and non-standard items/options, to include services and freight, would be clearly identified and priced at cost plus a percentage to the Member in the product-pricing proposal either directly from Pac-Mac or via an authorized Pac-Mac Dealer.</p>
63	<p>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.</p>	<p>Sourced Goods, Open Market Items, and non-standard options are identified as line items on the final Product Pricing Proposal presented to the Sourcewell Member and will NOT be reflected as additional increases in total acquisition costs after purchase unless such items are requested to be added after the purchase has been initiated.</p> <p>Elements that will impact the total cost of acquisition that are not identified on the Product Pricing Proposal are applicable taxes, freight, licensing, or training on sourced goods and open market items. Pac-Mac or an Authorized Pac-Mac Dealer will work with the Sourcewell Member to obtain the most competitive pricing available for these elements where applicable.</p> <p>Prior to the Sourcewell Member taking initial delivery of a product, the Pac-Mac Quality Control Team performs detailed pre-delivery inspections of all Pac-Mac manufactured products, as well as sourced goods/open market items, and non-standard options at no cost to the Sourcewell Member. In the event that an Authorized Pac-Mac Dealer adds a non-standard option to a Pac-Mac product after production but prior to delivery to the Sourcewell Member, the Pac-Mac Dealer will perform detailed inspections of that option.</p> <p>Product Training and User Training for Pac-Mac products are available to the Sourcewell Member upon request at time of delivery at no additional cost to the Member.</p>
64	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Pac-Mac and authorized Pac-Mac Dealers work with an assortment of freight brokers and delivery services. Upon completion of the order, Pac-Mac or an Authorized Pac-Mac Dealer will provide the Sourcewell Member with a quote for freight or delivery services. The Sourcewell Member always has the option to use a different freight or delivery service than the one proposed, or to have Pac-Mac and Authorized Pac-Mac Dealers work with their preferred service provider. Additionally, Pac-Mac has a five-member team that maintain Commercial Drivers Licenses. Based on availability, these team members are able to provide "drive out services" for Sourcewell Members to certain geographical areas at a discounted rate from industry averages.</p> <p>All freight and delivery charges are priced to the Sourcewell Member as a pass-through cost.</p>
65	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Due to the intricate nature of these types of shipments, Pac-Mac will work with a third party international-freight and sea-freight broker network to coordinate delivery of products to these destinations. These services are quoted as a separate item and priced to the Sourcewell Member as cost plus percentage.</p>

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Pac-Mac's Dealer Network consists of 18 authorized dealers operating in 44 locations across the United States and Puerto Rico. Many of Pac-Mac's dealers have the mounting capabilities and resources for these products. Sourcewell Members seeking to purchase Pac-Mac products may be able to have their loaders installed by their nearest Pac-Mac Dealer. Since multiple unmounted units could be shipped at one time, a Sourcewell Member that is able to take advantage of this service has the potential to recognize substantial savings on freight costs depending on the quantity orders and distance required for shipment. In addition, it is an accountability standard for Pac-Mac Dealers to maintain an inventory of completed stock units available for purchase and expedited delivery. Furthermore, Pac-Mac maintains an aggressive build schedule for manufacturing stock units to be installed on Pac-Mac owned chassis often times giving us the ability for expedited shipment of completed Pac-Mac products.
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Sourcewell contract pricing is a selectable option within the Pac-Mac Quote Configuration Tool allowing for Pac-Mac's self-audit process to begin at time of quote. Once an order is submitted, the self-audit process continues with order reviews being conducted across multiple departments to verify Sourcewell pricing and ensure all necessary documentation is submitted, complete, and accurate. All Sourcewell orders are independently tracked as part of Pac-Mac's overall order tracking process. On the first day of each quarter, prior to quarterly reporting and submission of applicable administrative fees, Pac-Mac will conduct a review specific to Sourcewell Contract orders. Pricing, all documentation, and invoice will receive a final review to ensure that each order adhered to all contract guidelines. Once complete, Pac-Mac will submit a quarterly report to Sourcewell along with the proper administrative fees for all orders reported. Additionally, Pac-Mac will retain all documentation associated with an order from time of quote to order completion for annual audit purposes.
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The Pac-Mac Marketing Team will conduct multiple campaigns around the Sourcewell Contract. The Pac-Mac Marketing team will collect the data analytics across all channels regarding website visitors and behaviors, social media impressions and engagement, and dealer campaign engagement and success utilizing Semrush and Meta platforms. Pac-Mac Sales will also track and analyze Sourcewell contract statistics using our CRM platform. Furthermore, accounting will track year over year growth of direct Sourcewell contracts.
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	The administrative fee that Pac-Mac is proposing for this contract is two percent (2%) on all currently priced contract goods. The fee will not apply to non-contract goods such as freight, sourced goods, and open market items. This fee is aligned with other contracts awarded to Pac-Mac in order to promote consistency.

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pac-Mac's pricing is competitive in all markets.

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Category/Type: Knuckleboom and Grapple Loaders Sub-Category 1: KB-2 Series Featuring a 17-ft boom length, the KB-2 is the non-CDL solution in the Pac-Mac Grapple Truck Series. The KB-2 is known for its quality, user-friendly design, economic efficiency, and capability to handle various public works and solid waste

industry obstacles.

- 18-ft, 20 cubic-yard body constructed of Hardox material
- Pilot-operated hydraulic joysticks
- 270 degree boom rotation
- 2,625lb lifting capacity (at 17-ft)
- Tandem pump allows simultaneous operations of multiple functions
- In-house designed and manufactured cushioned cylinders
- LED lighting with mid-body turn signals
- Dual cylinder configured 30 in. grapple capable of opening to 5-ft
- Slewing ring and gearbox configuration
- 45 degree body tilt for complete dumping and clean out
- Fixed H-style outriggers
- ANSI Z-245 compliant
- DOT rear impact bumper
- Free from Federal Excise Taxes

Low tare weights, high lifting capacity, and simultaneous operations of multiple functions make the Pac-Mac KB-2 the lightest, strongest, and fastest operating non-CDL grapple loader in the industry.

Sub-Category 2: KB-20 Series

Featuring a 20-ft (16-ft with 4-ft extension) boom length and multiple body sizes, the KB-20 is well known for its quality, economic efficiency, and user-friendly design. Offering a variety of options that make the KB-20 ideal for all types of loading applications, this Series is the most popular municipal grapple truck in the industry.

- 18 or 20-ft length with 24 to 30 cubic yard body capacity
- o Available in mild steel or Hardox material
- Optional Shuttle Loader configuration with multiple Trailer sizes
- Greaseless Mechanical Levers or Pilot-Operated Hydraulic Joystick Controls
- 270 degree boom rotation
- 3,387-lbs lifting capacity (at 20-ft)
- Tandem pump allows simultaneous operations of multiple functions
- In-house designed and manufactured cushioned cylinders
- LED lighting with mid-body turn signals
- Dual cylinder configured 48-in. grapple capable of opening to 5-ft
- Slewing ring and gearbox configuration
- 45-degree body tilt for complete dumping and clean out
- Extendable H-style outriggers
- ANSI Z-245 compliant
- DOT rear impact bumper

The KB-20 is a highly configurable Series with multiple options from a side-arm hopper to different grapple designs, tarping systems, lighting and alarm systems, making it the most in-demand of all Pac-Mac's KB Series loaders.

Sub-Category 3: KB-220 Series

Featuring a wider range of boom lengths, body sizes and lifting capacities, the KB-220 Series is Pac-Mac's multi-purpose large grapple loader. Well-known for its versatility and user-friendly design, the KB-220 is popular across multiple industries, including Forestry, Arborist, and Solid Waste.

- 20 to 25-ft boom lengths
- 20 to 22-ft lengths with 30 to 40 cubic yard body capacity
- o Available in mild steel or Hardox material
- Optional Shuttle Loader configuration with multiple Trailer sizes
- Greaseless Mechanical Levers or Pilot-Operated Hydraulic Joystick Controls
- 270 degree boom rotation
- 5,963-lbs lifting capacity (at 20-ft)
- Tandem pump allows simultaneous operations of multiple functions
- In-house designed and manufactured cushioned cylinders
- LED lighting with mid-body turn signals
- Dual cylinder configured 48-in. grapple capable of opening to 5-ft
- Slewing ring and gearbox configuration
- 45-degree body tilt for complete dumping and clean out
- Fixed A-style outriggers
- ANSI Z-245 compliant
- DOT rear impact bumper

With versatility, adaptability, and serviceability in mind, the KB-220 Series offers solutions to overcome many of the challenges faced by multiple industries today.

Sub-Category 4: Debris Collection/Leaf Vacuum System (LV Series)

Pac-Mac's LV Series is a self-contained debris collection and leaf vacuum system, available as chassis-mounted or hook-lift/skid-mounted. The LV Series multi-use vacuum system can be used in a variety of applications.

- 20 or 25-cubic yard capacity
- In-cab controls
- 12-ft curbside mounted, multi-directional boom
- 16-in. diameter wear-resistant in-take hose
- Hydraulic top-hinged door
- Tier-4, 74 HP diesel engine
- 32-in. 6-blade impeller constructed of wear-resistant, high strength steel
- Tandem hydraulic pump
- 52-degree body tilt
- ANSI Z-245 compliant
- DOT rear impact bumper

The Pac-Mac LV Series is a high-powered, commercial grade machine designed for efficient operation. With a large capacity hopper, it effortlessly handles heavy workloads in municipal, industrial and landscaping applications.

Category/Type: Roll-Off Trucks

Roll-Offs (RO Series)

With the ability to transport containers up to 22-ft in length, Pac-Mac's RO Series offers superior versatility, maneuverability, and value. Offering multiple patent-pending features, the Pac-Mac RO Series sets a new standard for performance driven fleets.

- Hoist Rated Capacity of 60,000-lbs
- Automatic spring-loaded container lock
- In-cab mounted, swing-away console with pneumatic levers *Patent Pending
- Integrated arm-type tarper
- Bolt-on, on-board scale kit
- Rearview camera system
- Fold-down auxiliary front stops for short containers
- In-house manufactured, reverse mounted 6-in. lift cylinders
- Steel line plumbing *Patent Pending
- ANSI Z-245 compliant
- DOT rear impact bumper

The Pac-Mac RO Series is engineered for durability, reliability and maximum productivity in Waste Management and Hauling Operations. Designed to accommodate a wide-range of container sizes, these hoists provide unmatched versatility for municipal waste collection, construction debris or industrial applications.

Category/Type: Hook and Hoist Dumpster Loaders

DONKEY DUMPSTER HANDLING SOLUTION

Featuring a 22-ft (under 40-ft overall length) aluminum body, the Donkey Dumpster Handling Solution provides a non-CDL system with an easy to maintain and operate truck mounted forklift. This single-axle solution includes a variety, of options for a forklift built specifically for container handling, Configurations permit easier access to limited access residential and business sites for dumpster delivery/recovery, while

	<ul style="list-style-type: none"> reducing operating costs. • 4KCH Series Donkey Forklift • 70 inch mast lift height • Operator Presence Interlock and safety gate • Curbside, ground start and control system allows for ground level (dis)mounting • Deluxe operators seat with ergonomically positioned controls • Standard 2WD, mechanical transmission • Optional On demand 3WD transmission • LED lighting with integrated vehicle turn signals • Mast height options to 120 inches • Standard 72" forks • Standard pato-graph w/ 44 inch reach • Side shift of 4 inches • Ground clearance of 10 inches • Optional Cold Weather plug and Transmission Cooler for warm environments • Custom Color Options available • ANSI safety compliant <p>The Donkey attaches to a single axle solution for Dumpster Handling that is a Non-CDL, straight truck solution for businesses looking for a more efficient, cost reducing mode of recovering or delivering bins. Can accommodate up to 3 – 8 yd slanted or 7 – 2 yd commercial bins. The truck solution has options that can include forklifts with heavier ratings, higher lift heights, fork types, and truck options such as backup cameras, and special lighting. We can provide the full solution to include the truck chassis and bed.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p> <p>Category/Type: Knuckleboom and Grapple Loaders</p> <p>Sub-Category 1: KB-2 Series</p> <p>Featuring a 17-ft boom length, the KB-2 is the non-CDL solution in the Pac-Mac Grapple Truck Series. The KB-2 is known for its quality, user-friendly design, economic efficiency, and capability to handle various public works and solid waste industry obstacles.</p> <ul style="list-style-type: none"> • 18-ft, 20 cubic-yard body constructed of Hardox material • Pilot-operated hydraulic joysticks • 270 degree boom rotation • 2,625lb lifting capacity (at 17-ft) • Tandem pump allows simultaneous operations of multiple functions • In-house designed and manufactured cushioned cylinders • LED lighting with mid-body turn signals • Dual cylinder configured 30 in. grapple capable of opening to 5-ft • Slewing ring and gearbox configuration • 45 degree body tilt for complete dumping and clean out • Fixed H-style outriggers • ANSI Z-245 compliant • DOT rear impact bumper • Free from Federal Excise Taxes <p>Low tare weights, high lifting capacity, and simultaneous operations of multiple functions make the Pac-Mac KB-2 the lightest, strongest, and fastest operating non-CDL grapple loader in the industry.</p> <p>Sub-Category 2: KB-20 Series</p> <p>Featuring a 20-ft (16-ft with 4-ft extension) boom length and multiple body sizes, the KB-20 is well known for its quality, economic efficiency, and user-friendly design. Offering a variety of options that make the KB-20 ideal for all types of loading applications, this Series is the most popular municipal grapple truck in the industry.</p> <ul style="list-style-type: none"> • 18 or 20-ft length with 24 to 30 cubic yard body capacity o Available in mild steel or Hardox material • Optional Shuttle Loader configuration with multiple Trailer sizes • Greaseless Mechanical Levers or Pilot-Operated Hydraulic Joystick Controls • 270 degree boom rotation • 3,387-lbs lifting capacity (at 20-ft) • Tandem pump allows simultaneous operations of multiple functions • In-house designed and manufactured cushioned cylinders • LED lighting with mid-body turn signals • Dual cylinder configured 48-in. grapple capable of opening to 5-ft • Slewing ring and gearbox configuration • 45-degree body tilt for complete dumping and clean out • Extendable H-style outriggers • ANSI Z-245 compliant • DOT rear impact bumper

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- 20 or 25-cubic yard capacity
- In-cab controls
- 12-ft curbside mounted, multi-directional boom
- 16-in. diameter wear-resistant in-take hose
- Hydraulic top-hinged door
- Tier-4, 74 HP diesel engine
- 32-in. 6-blade impeller constructed of wear-resistant, high strength steel
- Tandem hydraulic pump
- 52-degree body tilt
- ANSI Z-245 compliant
- DOT rear impact bumper

The Pac-Mac LV Series is a high-powered, commercial grade machine designed for efficient operation. With a large capacity hopper, it effortlessly handles heavy workloads in municipal, industrial and landscaping applications.

Category/Type: Roll-Off Trucks

Roll-Offs (RO Series)

With the ability to transport containers up to 22-ft in length, Pac-Mac's RO Series offers superior versatility, maneuverability, and value. Offering multiple patent-pending features, the Pac-Mac RO Series sets a new standard for performance driven fleets.

	<ul style="list-style-type: none"> • Hoist Rated Capacity of 60,000-lbs • Automatic spring-loaded container lock • In-cab mounted, swing-away console with pneumatic levers *Patent Pending • Integrated arm-type tarper • Bolt-on, on-board scale kit • Rearview camera system • Fold-down auxiliary front stops for short containers • In-house manufactured, reverse mounted 6-in. lift cylinders • Steel line plumbing *Patent Pending • ANSI Z-245 compliant • DOT rear impact bumper <p>The Pac-Mac RO Series is engineered for durability, reliability and maximum productivity in Waste Management and Hauling Operations. Designed to accommodate a wide-range of container sizes, these hoists provide unmatched versatility for municipal waste collection, construction debris or industrial applications.</p>	
Category/Type: Hook and Hoist Dumpster Loaders		
DONKEY DUMPSTER HANDLING SOLUTION		
<p>Featuring a 22-ft (under 40-ft overall length) aluminum body, the Donkey Dumpster Handling Solution provides a non-CDL system with an easy to maintain and operate truck mounted forklift. This single-axle solution includes a variety of options for a forklift built specifically for container handling. Configurations permit easier access to limited access residential and business sites for dumpster delivery/recovery, while reducing operating costs.</p> <ul style="list-style-type: none"> • 4KCH Series Donkey Forklift • 70 inch mast lift height • Operator Presence Interlock and safety gate • Curbside, ground start and control system allows for ground level (dis)mounting • Deluxe operators seat with ergonomically positioned controls • Standard 2WD, mechanical transmission • Optional On demand 3WD transmission • LED lighting with integrated vehicle turn signals • Mast height options to 120 inches • Standard 72" forks • Standard pato-graph w/ 44 inch reach • Side shift of 4 inches • Ground clearance of 10 inches • Optional Cold Weather plug and Transmission Cooler for warm environments • Custom Color Options available • ANSI safety compliant <p>The Donkey attaches to a single axle solution for Dumpster Handling that is a Non-CDL, straight truck solution for businesses looking for a more efficient, cost reducing mode of recovering or delivering bins. Can accommodate up to 3 – 8 yd slanted or 7 – 2 yd commercial bins. The truck solution has options that can include forklifts with heavier ratings, higher lift heights, fork types, and truck options such as backup cameras, and special lighting. We can provide the full solution to include the truck chassis and bed.</p>		

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
73	Commercial and institutional-sized refuse and recycling containers roll-off containers, collection bins, and dumpsters of metal construction	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable
74	Knuckleboom and grapple loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	KB-2 Series Featuring a 17-ft boom length, the KB-2 is the non-CDL solution in the Pac-Mac Grapple Truck Series. The KB-2 is known for its quality, user-friendly design, economic efficiency, and capability to handle various public works and solid waste industry

	<p>obstacles.</p> <ul style="list-style-type: none"> • 18-ft, 20 cubic-yard body constructed of Hardox material • Pilot-operated hydraulic joysticks • 270 degree boom rotation • 2,625lb lifting capacity (at 17-ft) • Tandem pump allows simultaneous operations of multiple functions • In-house designed and manufactured cushioned cylinders • LED lighting with mid-body turn signals • Dual cylinder configured 30 in. grapple capable of opening to 5-ft • Slewing ring and gearbox configuration • 45 degree body tilt for complete dumping and clean out • Fixed H-style outriggers • ANSI Z-245 compliant • DOT rear impact bumper • Free from Federal Excise Taxes <p>Low tare weights, high lifting capacity, and simultaneous operations of multiple functions make the Pac-Mac KB-2 the lightest, strongest, and fastest operating non-CDL grapple loader in the industry.</p> <p>KB-20 Series</p> <p>Featuring a 20-ft (16-ft with 4-ft extension) boom length and multiple body sizes, the KB-20 is well known for its quality, economic efficiency, and user-friendly design. Offering a variety of options that make the KB-20 ideal for all types of loading applications, this Series is the most popular municipal grapple truck in the industry.</p> <ul style="list-style-type: none"> • 18 or 20-ft length with 24 to 30 cubic yard body capacity <ul style="list-style-type: none"> ◦ Available in mild steel or Hardox material • Optional Shuttle Loader configuration with multiple Trailer sizes • Greaseless Mechanical Levers or Pilot-Operated Hydraulic Joystick Controls • 270 degree boom rotation • 3,387-lbs lifting capacity (at 20-ft) • Tandem pump allows simultaneous operations of multiple functions • In-house designed and manufactured cushioned cylinders • LED lighting with mid-body turn signals • Dual cylinder configured 48-in. grapple capable of opening to 5-ft • Slewing ring and gearbox configuration • 45-degree body tilt for complete dumping and clean out • Extendable H-style outriggers • ANSI Z-245 compliant • DOT rear impact bumper <p>The KB-20 is a highly configurable Series with multiple options from a side-arm hopper to different grapple designs, tarping systems, lighting and</p>
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alarm systems, making it the most in-demand of all Pac-Mac's KB Series loaders.

KB-220 Series

Featuring a wider range of boom lengths, body sizes and lifting capacities, the KB-220 Series is Pac-Mac's multi-purpose large grapple loader. Well-known for its versatility and user-friendly design, the KB-220 is popular across multiple industries, including Forestry, Arborist, and Solid Waste.

- 20 to 25-ft boom lengths
- 20 to 22-ft lengths with 30 to 40 cubic yard body capacity
 - Available in mild steel or Hardox material
- Optional Shuttle Loader configuration with multiple Trailer sizes
- Greaseless Mechanical Levers or Pilot-Operated Hydraulic Joystick Controls
- 270 degree boom rotation
- 5,963-lbs lifting capacity (at 20-ft)
- Tandem pump allows simultaneous operations of multiple functions
- In-house designed and manufactured cushioned cylinders
- LED lighting with mid-body turn signals
- Dual cylinder configured 48-in. grapple capable of opening to 5-ft
- Slewing ring and gearbox configuration
- 45-degree body tilt for complete dumping and clean out
- Fixed A-style outriggers
- ANSI Z-245 compliant
- DOT rear impact bumper

With versatility, adaptability, and serviceability in mind, the KB-220 Series offers solutions to overcome many of the challenges faced by multiple industries today.

Debris Collection/Leaf Vacuum System (LV Series)

Pac-Mac's LV Series is a self-contained debris collection and leaf vacuum system, available as chassis-mounted or hook-lift/skid-mounted. The LV Series multi-use vacuum system can be used in a variety of applications.

- 20 or 25-cubic yard capacity
- In-cab controls
- 12-ft curbside mounted, multi-directional boom
- 16-in. diameter wear-resistant intake hose
- Hydraulic top-hinged door
- Tier-4, 74 HP diesel engine
- 32-in. 6-blade impeller constructed of wear-resistant, high strength steel
- Tandem hydraulic pump
- 52-degree body tilt
- ANSI Z-245 compliant
- DOT rear impact bumper

			<p>The Pac-Mac LV Series is a high-powered, commercial grade machine designed for efficient operation. With a large capacity hopper, it effortlessly handles heavy workloads in municipal, industrial and landscaping applications.</p>	
75	Hook and hoist dumpster loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>DONKEY DUMPSTER HANDLING SOLUTION</p> <p>Featuring a 22-ft (under 40-ft overall length) aluminum body, the Donkey Dumpster Handling Solution provides a non-CDL system with an easy to maintain and operate truck mounted forklift. This single-axle solution includes a variety, of options for a forklift built specifically for container handling, Configurations permit easier access to limited access residential and business sites for dumpster delivery/recovery, while reducing operating costs.</p> <ul style="list-style-type: none"> • 4KCH Series Donkey Forklift • 70 inch mast lift height • Operator Presence Interlock and safety gate • Curbside, ground start and control system allows for ground level (dis) mounting • Deluxe operators seat with ergonomically positioned controls • Standard 2WD, mechanical transmission • Optional On demand 3WD transmission • LED lighting with integrated vehicle turn signals • Mast height options to 120 inches • Standard 72" forks • Standard pato-graph w/ 44 inch reach • Side shift of 4 inches • Ground clearance of 10 inches • Optional Cold Weather plug and Transmission Cooler for warm environments • Custom Color Options available • ANSI safety compliant <p>The Donkey attaches to a single axle solution for Dumpster Handling that is a Non-CDL, straight truck solution for businesses looking for a more efficient, cost reducing mode of recovering or delivering bins. Can accommodate up to 3 – 8 yd slanted or 7 – 2 yd commercial bins. The truck solution has options that can include forklifts with heavier ratings, higher lift heights, fork types, and truck options such as backup cameras, and special lighting. We can provide the full solution to include the truck chassis and bed.</p>	*

76	Roll-off trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Roll-Offs (RO Series)</p> <p>With the ability to transport containers up to 22-ft in length, Pac-Mac's RO Series offers superior versatility, maneuverability, and value. Offering multiple patent-pending features, the Pac-Mac RO Series sets a new standard for performance driven fleets.</p> <ul style="list-style-type: none"> • Hoist Rated Capacity of 60,000-lbs • Automatic spring-loaded container lock • In-cab mounted, swing-away console with pneumatic levers *Patent Pending • Integrated arm-type tarper • Bolt-on, on-board scale kit • Rearview camera system • Fold-down auxiliary front stops for short containers • In-house manufactured, reverse mounted 6-in. lift cylinders • Steel line plumbing *Patent Pending • ANSI Z-245 compliant • DOT rear impact bumper <p>The Pac-Mac RO Series is engineered for durability, reliability and maximum productivity in Waste Management and Hauling Operations. Designed to accommodate a wide-range of container sizes, these hoists provide unmatched versatility for municipal waste collection, construction debris or industrial applications.</p>	*
77	Refuse and recyclable material balers and compactors	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*

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

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

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

Documents

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

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

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - 2024 Sourcewell Pricing.pdf - Monday January 06, 2025 11:15:09
- [Financial Strength and Stability](#) - 2023 Financials.pdf - Monday December 30, 2024 11:37:13
- [Marketing Plan/Samples](#) - Marketing Plan & Examples.pdf - Tuesday December 31, 2024 09:13:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Monday January 06, 2025 11:10:02
- Upload Additional Document (optional)
- Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to:
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Dyess, National Sales Manager, Hol-Mac Corporation

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		