



Solicitation Number: RFP #031423

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Enduraplas LLC, 2320 FM1516, San Antonio, TX 78209 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

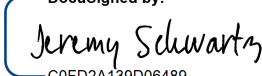
22. CANCELLATION

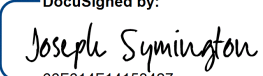
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

Enduraplas LLC

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 5/17/2023 | 6:42 PM CDT
 Date: _____

DocuSigned by:

 66F614F14153427...
 By: _____
 Joseph Symington
 Title: Sales Director
 5/17/2023 | 1:05 PM PDT
 Date: _____

Approved:

DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coquette
 Title: Executive Director/CEO
 5/17/2023 | 9:23 PM CDT
 Date: _____

RFP 031423 - Salt, Brine, and Anti-Icing or De-Icing Agents, and Brine Production and Storage Systems

Vendor Details

Company Name: ENDURAPLAS LLC
Does your company conduct business under any other name? If yes, please state: CAMION SYSTEMS
Address: 113 1ST STREET
NECHE, ND 58265
Contact: JOSEPH SYMINGTON
Email: JOE.SYMINGTON@CAMIONSYSTEMS.COM
Phone: 701-352-6096
HST#: 27-2770476

Submission Details

Created On: Tuesday March 07, 2023 10:37:54
Submitted On: Tuesday March 14, 2023 15:17:46
Submitted By: Denice Pape
Email: denice.pape@enduraplas.com
Transaction #: bb8a183b-f9c8-4323-a367-a47c3ae25be7
Submitter's IP Address: 72.131.202.242

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Enduraplas LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Camion
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Camion
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DBQSMBUYPM67
5	Proposer Physical Address:	2320 FM1516 San Antonio TX 78209
6	Proposer website address (or addresses):	Enduraplas - https://enduraplas.com Camion - https://www.camionsystems.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joseph Symington, Sales Director 113 1st Street, Neche, ND 58265 701-352-6096 joe.symington@camionsystems.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denice Pape, Customer Service Manager 2320 Farm to Market 1516, Converse TX 78109 877-265-9929 denice.pape@enduraplas.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Firth, VP of Sales & Marketing 2820 Farm to Market 1516, Converse, TX 78109 210-866-7372 matthew.firth@enduraplas.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Enduraplas was founded in 2003 by a group of engineers that wanted to prove that you can build poly tanks that are more durable, constructed stronger and also last longer than 3-5 years. Today, Enduraplas not only manufactures America's toughest tanks but a large range of liquid trailers, spray equipment and more.</p> <p>An industry-leading 10-year tank warranty was not an afterthought. Enduraplas believes that to earn trust, you must deserve it – and to do that, you must have a history of proven performance. That's why we will continue to provide superior liquid management equipment and helpful industry information that many customers and companies have already put their trust in.</p> <p>Manufacturing a superior product requires a lot of research, creativity, dedication and a strong commitment to the customer that will be depending on it. With state of the art manufacturing plants in Texas and North Dakota, unique design capabilities and extreme quality control processes, this can be done. Listening to the customer has helped us provide premium products at an affordable price.</p> <p>The Camion brand was engineered by a group of equipment enthusiasts that saw the need to lead the Great Liquids Evolution in the snow and ice management industry. As the method of using liquids to manage ice is growing, we focus on educating the industry and building the toughest, longest-lasting equipment in America. After years of research and development, we are proud to announce that we now offer the most complete liquids equipment lineup in the country. We manufacture equipment all year round and sell our products through a dealer network across the country.</p> <p>Our Core Values: We put Integrity first - We are eager to learn and adapt - We are relentless problem solvers - We are bold and creative thinkers - We are focused on results</p>
11	What are your company's expectations in the event of an award?	<p>Being awarded this contract will allow us to provide Camion products to all of Sourcewell's North American members, including those in the United States and Canada</p> <p>Camion is excited about the potential growth for our brands. We value feedback and the opportunity to partner with Sourcewell's member network. We anticipate a robust partnership with Sourcewell and its members to drive product improvements and remain an industry leader in liquid de-icing solutions.</p> <p>We will remain committed to growth and expansion over the next 4 years and beyond and will leverage our association with Sourcewell to provide the best quality products at the best prices for its members. If awarded this contract, Enduraplas will commit to provide prompt and accurate responses to Sourcewell and its members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Enduraplas and Camion are brands of a privately held company that has been in business for 20 years. We have seen year over year growth as we expand our product offerings for snow and ice management filling needs of State DOT, municipalities and snow removal contractors.</p> <p>Highlights:</p> <ol style="list-style-type: none"> 1. +25% year over year revenue growth in the last 3 years. 2. +25% EBITDA performance every year for the last 3 years. 3. Snow & Ice division +30% revenue growth last year. 4. Snow & Ice division growth plans to grow revenue each year by +20%. <p>Attachment: Experian Report</p>
13	What is your US market share for the solutions that you are proposing?	<p>Here at Camion, we estimate we hold about 10% of the US market share today. We are a small company, but committed to growth and increasing our market share.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>At Camion, we estimate that our Canadian Market share is less than 5%. We are actively working to increase our market share and are actively working to increase our independent dealer network across Canada</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, we have never needed bankruptcy protection.</p>

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Camion are best described as a manufacturer who distributes it's goods wholesale to a vast dealer network that stocks and services product in each region. We partner with a dealer network of independent dealers who represent our brand over a wide geographical area in the United States and Canada. Our products are delivered to members directly from the factory in Neche ND or through inventory held by our dealer network. Our dealer network is supported by our regional sales team, customer service and sales development teams. Support for our products is provided by the dealer network as well as our product support team.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Camion is not required to hold, nor actually holds any licenses or certifications in pursuit of the manufactured products in this RFP submission.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Camion has no Suspension or Debarment information.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Camion has not received any industry awards or recognitions at this time. However, we do have an industry leading 10 year warranty on our poly molded products.	*
20	What percentage of your sales are to the governmental sector in the past three years	In the past year, 38% of Camion's sales have been to the Government sector. As municipalities, DOT's and other governmental bodies recognize the environmental benefits of brine, we anticipate an increase in sales to this sector.	*
21	What percentage of your sales are to the education sector in the past three years	We rarely make sales to the educational sector at this time and our sales percentage is to educational sector is less than 2%, however colleges and schools are very proactive in implementing liquid snow removal solutions due the environmental and property management benefits and we welcome the opportunity to expand in this market.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Camion hold the following state contracts: CALTRANS BRINE APPLICATORS AND DUST SUPPRESSION UNITS, \$900,000. NCDOT BRINE TANKS, \$266,000; TXDOT BRINE TANKS AND APPLICATORS, \$438,000; CITY OF ST. LOUIS (KRANZ BODY), \$192,000; BRINE APPLICATORS AND TANKS, EASTERN USA, \$322,000 Camion additionally has multiple dealers who have contracts to provide snow and de-icing equipment to government contracts. We offer goods through dealers/resellers with listings on MN State Contract, California State Contract, ESCNJ contract and COSTARS contract.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Camion does not currently hold any GSA Contracts.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Johnson County	Dennis Stottlemire	913-715-8367	*
City of Bonner Springs	Matt Beets	913-441-1961	*
Varazano Bridge	Ray Redmond	631-549-0504	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CalTrans DOT	Government	California - CA	Build brine applicators and dust suppression units to spec.	\$45,000	\$900,000	*
Texas DOT	Government	Texas - TX	Designed and build brine applicators and brine storage tanks	\$70,000	\$438,000	*
North Carolina DOT	Government	North Carolina - NC	Manufactured Brine Storage Tanks	\$70,000	\$304,000	*
Iowa DOT	Government	Iowa - IA	Manufactured Brine Storage Tanks	\$8,000	\$390,000	*
Illinois DOT	Government	Illinois - IL	Manufactured Brine Storage Tanks	\$3,000	\$202,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	<p>Camion has two manufacturing locations: Converse TX and Neche ND. Most of our Snow Removal and De-icing equipment is manufactured at our Neche ND location but brine storage solutions can also be produced at the Converse TX location, as needed. We currently employ over 100 full-time direct employees.</p> <p>Camion has three sales teams:</p> <p>Regional Sales - this geographically diverse team has seven members and is responsible for developing and growing dealer relationships, helping dealers plan inventory levels and train dealers on product offerings.</p> <p>Customer service - Located in our Converse Texas location, the 5 member customer service team is responsible for sales order entry, parts sales, answering customer and dealer inquiries, managing warranty claims.</p> <p>Sales Development team - this team is unique in our industry and is responsible for working with Sourcewell members answering any pre-sale technical questions and connecting them to the local dealer.</p>	*
27	Dealer network or other distribution methods.	<p>Spread across the USA and Canada, our dealers are the face of Camion. Set up in key territories, these independent companies help us provide quicker delivery times, better customer service and that local touch that can't be felt online. Bottom line, we believe that the person relying on our equipment should get a chance to touch it before they make the purchase. Our dealers have a proven track record in the snow and ice industry and are committed to providing the best experience and support for Sourcewell members.</p> <p>Our Megastore hold inventory in hand and are available to provide superior customer service and support.</p>	

MEGA DEALERS

SNO-BIZ – 12 employees

- Location: Wichita KS and Denver CO
- Territory: Kansas, Oklahoma, Texas, Colorado

KAPLAN LIQUID SOLUTIONS – 12 employees

- Location: Ingelside, IL
- Territory: Illinois

GRANITE STATE DEICING – 8 employees

- Location: Merrimack, NH
- Territory: New Hampshire, Massachusetts

LOU DENNIS EQUIPMENT – 12 employees

- Location: Maple ON
- Territory: Onterio, Quebec

UNITED SERVICE AND SALES – 36 employees

- Location: Salt Lake City, UT
- Territory: Utah

B&W COMMERCIAL SALES – 8 employees

- Location: Wickliffe OH
- Territory: Ohio

CASPER'S TRUCK EQUIPMENT – 42 employees

- Location: Appleton, WI and Butler, WI
- Territory: Wisconsin

FALCON TRUCK EQUIPMENT – 125 employees

- Location: Surrey, Sooke, Nanaimo, BC, Edmonton, AB, Regina, SK and Winnipeg, MB
- Territory: British Columbia, Alberta, Saskatchewan, Manitoba

AUTHORIZED DEALERS

STORKS PLOWS – 38 employees

- Location: Bernville, PA
- Territory: Pennsylvania

MCGAVIC – 54 employees

- Location: Noblesville, IN
- Territory: Indiana

SAGE SUPPLY – 36 employees

- Location: Caldwell, ID
- Territory: Idaho

J&A OUTDOOR EQUIPMENT – 4 employees

- Location: Bode, IA
- Territory: Iowa

ABCO SERVICES – 38 employees

- Location: Toledo, OH
- Territory: Northwest OH, Michigan

WORK TRUCK WEST – 58 employees

- Location: Langley, BC
- Territory: Sourthern BC

FDR HITCHES – 16 employees

- Location: Roselle Park, NJ & Hawthorne, NJ
- Territory: Northern New Jersey

CENTRAL EQUIPMENT – 8 employees

- Location: Port Bryon, NY
- Territory: New York State

A C T VEHICLE EQUIPMENT – 6 employees

- Location: Westfield, MA
- Territory: Southern Massachusetts

CUSTOM SALT SOLUTIONS – 12 employees

- Location: Spokane, WA
- Territory: Washington

ICE PRO SHOPS – 4 employees

- Location: Des Moines, IA
- Territory: Central Iowa

WINDMILL POWER EQUIPMENT – 52 employees

- Location: Dundas, ON & Mississauga, ON
- Territory: Central Ontario

TRIOUS, INC – 250 employees

- Location: Bohemia, NY, Ft. Edward, NY, Farmingdale, NJ, Bethlehem, PA
- Territory: NEW YORK, NEW JERSEY, PENNSLYVIANNA

1st Vanguard Rentals – 45 employees

- Location: Fairfield, CA
- Territory: California

H A DEHART AND SONS – 32 employees

- Location: Thorofare, NJ
- Territory: NEW JERSEY, PENNSLYVIANNA

BONNELL INDUSTRIES – 89 employees

- Location: Dixon, IL
- Territory: Northern Illinois

		<p>MHQ Truck Equipment – 196 employees</p> <ul style="list-style-type: none"> • Location: Oxford, MA • Territory: Massachusetts <p>KRANZ BODY CO LLC – 28 employees</p> <ul style="list-style-type: none"> • Location: St Louis, MO • Territory: Missouri <p>PREMIUM CANADA HOLDING – 8 employees</p> <ul style="list-style-type: none"> • Location: Lake Country, BC • Territory: Western BC <p>SK POWER DRIVE – 16 employees</p> <ul style="list-style-type: none"> • Location: Sudbury, ON • Territory: Northern Ontario <p>S&S POOLS – 6 employees</p> <ul style="list-style-type: none"> • Location: Taylor • Territory: Eastern Pennsylvania <p>WINTER WONDERLAND – 12 employees</p> <ul style="list-style-type: none"> • Location: Cedar Rapids, IA • Territory: Eastern Iowa <p>SENECA MINERAL – 8 employees</p> <ul style="list-style-type: none"> • Location: Erie, PA • Territory: Western Pennsylvania <p>LOUISVILLE OUTDOOR TURF PRODUCTS – 16 employees</p> <ul style="list-style-type: none"> • Location: Louisville, KY • Territory: Kentucky <p>ARISTA TRUCK SYSTEMS – 125 employees</p> <ul style="list-style-type: none"> • Location: Grand Rapids MI • Territory: Western Michigan <p>Dealer employees numbers are estimated.</p>	
28	Service force.	<p>Initial service inquiries will be directed to the local independent dealer. Additional technical support is provided by our customer service team and product support teams.</p> <p>The customer service team will handle all parts requests.</p> <p>The Product support team assist with advanced troubleshooting and technical support and work with the component suppliers as needed.</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>Sourcewell member will work with our sales development team and the local dealer to ensure we meet their specific requirements.</p> <p>The dealer will provide any necessary quotes and request the Sourcewell member number and contact information.</p> <p>The Sourcewell member will issue the PO to the dealer. The dealer, in turn, will issue a PO to the sales and customer service team at Camion and include the member number and contact information.</p> <p>The order will be filled and shipped to the dealer or directly to the customer.</p> <p>Invoice will be provided to the dealer and the dealer will invoice the Member.</p> <p>All Sourcewell orders will be flagged in our system for reporting and fee payment.</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.	<p>The initial contact for troubleshooting or service concerns is the Customer Service department at Camion. If they are unable to resolve the issue, we have a Product Support team that is able to jump in and assist. Calls into customer service are typically answered during normal business hours. After hours, or if call volume is high, voice mails are responded to within 24 hours. Emails are also responded to within 24-36 hours. Technical Support responds within 24 hours.</p> <p>The Product Support team works closely with our Development and Quality Teams to insure resolution. The Product Support team will also coordinate and communicate with our suppliers if needed.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We are ready, willing and able to provide products and with our dealer network, service throughout the United States. We are currently supply government agencies through other various methods of procurement. Our geographically diverse manufacturing facilities and extensive dealer network allow us to ship efficiently to any location in the United States.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Camion will be fully able to service all Sourcewell members in Canada. Our Neche, ND location is close to the US/Canada border and we have an extensive background in navigating customs.</p> <p>We have a independent dealer network across Canada.</p>	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	In partnership with our dealer network, we are able to service all areas of the United States and Canada. The only exception will be we are not able to provide shipping rates to Alaska and Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Camion will fully serve all Sourcewell entity sectors. Should we get awarded this contract, we will not be limited to sell or promote our products. Camion does not currently hold any contracts that would inhibit our ability to promote this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Camion does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska and in US Territories. The Sourcewell members in Hawaii Alaska and US Territories will need to make delivery arrangements as we do not currently offer shipping to these locations.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ul style="list-style-type: none"> • Educational Events: A key challenge we face as a manufacturer of liquid anti-icing products in an industry in which liquids have not yet reached mass adoption is overcoming objections around the use of liquid salt brine. As such, we are investing heavily in education and community building to help drive liquid salt brine adoption among large contractors and municipalities. This initiative will act as both the foundation of our marketing strategy and the entry point through which qualified leads enter our sales pipeline. We will include Sourcewell iconography into the on-site event collateral at the over 20 events we will host throughout the year. • Trade Shows: We will make Sourcewell a visible part of our 1,200 square foot booth at the SIMA Snow & Ice Symposium and APWA shows we and our dealers attend across the country. That includes handouts, digital promotions, and on-booth signage. • Print Collateral and Ads: We will add Sourcewell to our print catalog, which is handed out across our dealer network, at events, and trade shows. Additionally, we will include Sourcewell on relevant flyers, print ads, and other handouts. Where applicable, QR codes will direct prospects to a custom landing page to support lead generation. • Website: We will create a separate, conversion-optimized page on our website promoting Sourcewell, as well as next steps for getting started. Our SEO-optimized content and other high-traffic pages will link to this page, and homepage visitors will be able to easily find and navigate to it. Our contact form and chat bot will include options to accommodate traffic looking for contracts. • Content Strategy: We will prioritize contract customers in our customer story solicitation strategy to generate high-impact testimonials for prospects. We will also include posts promoting Sourcewell on our LinkedIn and Facebook accounts. • Sales Process: Our sales and marketing functions are tightly integrated, providing us with many opportunities to cohesively promote Sourcewell throughout our sales process. Our sales team already has in-depth experience working with contract clients. If selected, we will rapidly train them on additional knowledge that will help them successfully drive contract sales with Sourcewell. As prospects move through our deal stages, they will receive automated marketing emails with relevant information to help move them to the next deal stages. • Digital Advertising: Our robust paid media strategy reaches millions across the country. We regularly run ads across Facebook, LinkedIn, Google Display, YouTube, Google Search, and more. We will add Sourcewell to ad creatives across these platforms to drive additional awareness. • Facebook Group: We run a moderated Facebook Group as an extension of our educational campaigns, in which our subject matter expert helps members successfully implement brine. <p>Samples: https://www.youtube.com/watch?v=RQx9aoefefg https://www.youtube.com/watch?v=hjw80ZkfVPQ https://www.youtube.com/watch?v=2xR5fG4bqUY https://www.youtube.com/watch?v=faEJM81yftQ https://www.youtube.com/watch?v=SVzZVlin2OQ</p>	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Building accurate and complete contact and account-level profiles in our CRM is a top priority for us. Our main data intake points are our website chat bot, contact form, dealer finder, and Facebook lead ads. We optimize them all to match the contact and account attributes in our CRM so that we can consistently run error-free automated touchpoints. Additionally, our sales team has been trained to further complete profiles during conversations.</p> <p>We use that data to build email nurturing campaigns that get automatically triggered based on each contact and account's history with Camion, their current deal stage in our sales funnel, web interactions, and individual contact data points. The email touchpoints are strategically placed to support moving leads forward through each stage of our sales funnel, as well as improving customer retention and cross-selling. We also send email newsletters to segmented lists of prospects and customers. If we are selected, we would add Sourcewell messaging to this email strategy.</p> <p>Reaching contractors and municipalities on digital platforms requires us to use our ad platforms' audience targeting to their fullest. Maintaining rich CRM data enables us to onboard our opt-in customer lists to Facebook and Google ads for continued targeting.</p> <p>On the platforms, we use detailed interest, demographic, and geographic selects to make sure we are targeting the correct people. Our most successful digital ad channels are Facebook Ads, LinkedIn Ads, programmatic display ads on the Google Display Network, and Google Search. We also partner with trade organizations and publishers, such as SIMA, for programmatic advertising on their own websites. Although recent cross-device tracking restrictions have limited our retargeting audience sizes, we still run and find success with retargeting ads across Facebook and Google Display.</p> <p>Geofencing enables us to target users outside of traditional audience targeting on our digital platforms. We run short-term campaigns with relevant messaging around tightly geofenced convention centers during major trade shows and other events.</p> <p>QR codes at live events and in print ads enables us to connect physical advertising with our digital presence.</p> <p>Lastly, we use aggregate firmographic and demographic data from our social media channels, CRM, and Google Analytics to help drive further marketing decision making.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Our success will come from an initiative to promote the partnership between Camion and Sourcewell.</p> <p>Sourcewell will continue to educate and build awareness for contract opportunities and ensure their website is updated with our contact information. Sourcewell will continue to attend tradeshows and trainings and engage in other marketing opportunities to grow membership.</p> <p>We are committed to educating our dealers, Sourcewell members and potential members about the benefits of the contract, if awarded. We will ensure all our customer-facing employees are educated about the benefits, terms and conditions of the contract, which will allow them to become experts and speak confidently and advocate the benefits associated with Sourcewell and the contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We currently work with our independent dealer network to provide adequate local or regional support which reduces the need for an e-procurement or ordering process. All orders will be placed by either our sales or customer service team.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All training is optional and initially provided by our dealer network. Additional targeted training is available upon request via phone or video with our Production Support and Design teams.</p> <p>Additionally, Camion is conducting seminars at our mega dealer locations on the benefits of brine and proactive snow removal. These seminars are open to the public and designed to promote the benefits of brine over traditional salt applications.</p> <p>Our dealers offer product training, installation and the best method of use training on brine for our customers. Fees may apply depending on the nature and extent in each case.</p>
41	Describe any technological advances that your proposed	<p>BRINE MASTER - The Ultimate All-In-One brine maker - The Brine Master® includes an integrated mixing tank and plug-and-play electronics to jump-start your in-house brine</p>

products or services offer.

production with no additional parts. And it's built tough, with a stainless frame and no finicky automated sensors to go down when you need it most. The Brine Master is an exceptionally efficient and economical brine production units with a high production rate of up to 3000 gallons per hour.

PLUG-N-PLAY ELECTRONICS - Pre-wired to approved standards. Easy to hook up and make brine.

ALL-IN-ONE COMPLETE UNIT - A complete unit with all the components. No shopping for further items.

CENTRAL CONTROL STATION- All you valves are in one place to make operating the Brine Master® a breeze.

Only applicable to the Brine Master 3000

*SALT-EXACT SALINITY READER - Our upgraded refractometer salinity reader gives you hyper-accurate brine salinity readings.

*FLOW METER - A flow meter comes standard so you can easily monitor your flow rate.

*FULLY DRAINABLE HOPPER - Built for easy maintenance, with a fully-drainable hopper for hassle-free cleaning.

BRINE TRANSPORT TANK - The most secure tank on the road - Other drivers can't miss our high-vis orange tanks. Baffle balls keep unpredictable sloshing to a minimum, and our patented pin-mount system is a safer, maintenance-free alternative to finicky mounting hoops and bands. With an industry leading 10 year warranty, these 1.9 specific gravity tanks are the best choice reliably transport your brine and additive products.

LIFTING-LUGS™ - Built-in and engineered to take the dry weight of the tank, these make lifting the tank on and off the trailer a breeze.

ROTO-MOLD™ CONSTRUCTION - When cooked and cooled at an even rate, the raw material is bonded together to make this tank virtually indestructible.

THICK-WALL™ DESIGN - Extra-thick walls provide unmatched strength and durability.

SINGLE-PIECE™ CONSTRUCTION - Rotationally-molded in a single mold means that the tank is seamless, water-tight, and leak-proof

ANTI-SPLASH™ STAINLESS LID - Lockable and spill-proof, this lid keeps liquid in while traveling on rough terrain.(Only on tank 1,600 gallons or larger.)

THICK-WALL™ DESIGN - Extra-thick walls provide unmatched strength and durability.

BRINE STORAGE TANK - The Snowfighter's storage tank - These tanks keep your brine ready for the call. That's why we beefed up our Brine Storage Tanks with tough premium features. Built by snowfighters, for snowfighters, the Camion® Brine Storage Tank is built to withstand the harshest conditions. With a 10-year industry leading warranty, these 1.9 specific gravity tanks are the best choice to rely on to store your brine and through the heat of summer and the cold of winter without having to worry about containment failures.

ANCHOR-POINT™ LUGS -Four hefty built-in lifting and tie-down points at each corner make it easy to handle.

RIBBED-WALL™ STRUCTURE - The ribs act like belts around the tank, keeping it in shape. This reduces bulging.

CORRODE-PROOF™ MATERIAL - Built with salt brine compliant material, the tank will keep the brine pure.

RECIRCULATION FITTING - Keep the liquid circulating.

STRONG-X™ ROOF DESIGN - The beefed-up roof structure with molded-in truss-like supports eliminate collapsing.

RUST-ARMOUR™ FITTINGS - No rust. No corrosion. Years of unmatched service.

RELOCATABLE BRINE STORAGE - Your on-site brine depot - Staging your brine on site can save your trucks valuable refilling time when moments matter. Our relocatable storage trailer makes it easy to safely store brine when and where you need it, without the setup of more permanent tanks.

CORRODE-PROOF™ MATERIAL - Built with salt brine compliant material, this tank will keep the brine pure.

RIBBED-WALL™ STRUCTURE - The ribs act like belts around the tank, keeping it in shape. This reduces bulging.

DROP & RAISE TECHNOLOGY™ - The unique jacking system is simple to pump and is placed at the perfect height. Raise the tanks without busting your back.

AUTO-DRAIN™ CONE BASE - The 15" cone base channels every ounce of liquid to the drain. No more cleaning.

STRONG-X™ ROOF DESIGN - The beefed-up roof structure with molded-in truss-like supports eliminate collapsing.

HEAVY-DUTY TUBE FRAME - This unit is powder coated and ready for abuse. All wires are protected inside the tube and built-in hose holders are included

U-Series Sprayers - Turn your UTV into a snowfighting machine. Arm your side-by-side with a 100-gallon full-drain tank and a reliable two-bar boom sprayer with our Ice Master® U-Series sprayer. Jam-packed with top-of-the-line features, the U-Series turns your UTV into a snowfighting beast.

DOUBLE SPRAY BAR SYSTEM - High volume pre- and post- treatment spray bars.
 POLY-FLEX™ HOSE REEL - Unlike steel, this rust-free, crack-proof poly hose reel will flex.
 AUTO-DRAIN™ SUMP BASE - The sloped tank base channels every ounce of brine to the drain.
 TIME-SAVER™ FORK POINTS - The built-in fork slots make the entire unit a breeze to lift and load.
 RUST-ARMOUR™ STAINLESS FRAME - No rust. No corrosion. Years of unmatched service.
 EASY-ADJUST™ BOOM MOUNTS - Quickly set the boom height to match the spray nozzles' recommended height.

H-Series Sprayers - Heavy Duty Engineering does safe - The Ice Master® H-Series hitch-mounted sprayer is built with Safe-Balance™ technology, reducing sloshing and stabilizing weight for your compact tractor.
 SAFE-BALANCE™ DESIGN - The tank shape shifts weight closer to the rear wheels, making spraying on sloped terrain safer.
 DOUBLE SPRAY BAR SYSTEM High volume pre- and post- treatment spray bars.
 POLY-FLEX™ HOSE REEL- Unlike steel, this rust-free, crack-proof poly hose reel will flex.
 EASY-ACCESS™ LID - The easy-to-reach lid located at the side of the tank makes filling quick and simple.
 TIME-SAVER™ FORK POINTS - The built-in fork slots make the entire unit a breeze to lift and load.
 SOLID-WALL™ TANK CONSTRUCTION - With thick side walls, this workhorse is impact resistant and virtually indestructible.

E-Series Sprayer - Dominate the pretreatig game - Leave the high-price pretreating sprayers for the other guys. The all-electric Ice Master® E-Series is the most straightforward and durable truck spraying rig on the market. Get everything you need to pretreat like a pro without busting the bank. Snowfighting is a proactive game, not reactive. To provide the level of service people expect from you, you need a powerful pretreating tool for your snowfighting arsenal. The Ice Master® E-Series is your secret weapon for professional pretreating power at an affordable price.

Our sprayers are all-electric, meaning there's no refueling and no noise. The E-Series sprayer allows you to pre-treat quietly in city areas while the people who depend on you rest easy.

TIME-SAVER™ FORK POINTS - The built-in fork slots make the entire unit a breeze to lift and load.
 TRI-ZONE™ SPRAY SELECTION - Choose where you want to spray. No more expensive salt damage. No more liquid wasted.
 AUTO-DRAIN™ SUMP BASE - The sloped tank base channels every ounce of brine to the drain.
 DOUBLE SPRAY BAR SYSTEM - High volume pre- and post- treatment spray bars.
 RUST-ARMOUR™ STAINLESS FRAME - No rust. No corrosion. Years of unmatched service.
 FAST-FILL™ SYSTEM - Quickly attach and fill, so more time can be spent on the job.

T-Series Sprayer - Own the Streets - Engineered, tested, and sold in the nation's coldest temperatures, the Ice Master®T-Series is the ultimate snowfighting tool. Now armed with the Storm Fightr™ stainless boom, the durable T-Series truck obliterates snow and ice season after season. Forged from stainless steel, the all-new Storm Fightr® Armored Boom was built from the ground up to defeat anything you can throw at it, from heat and corrosion to getting backed into the toughest snow pile. Your spray nozzles have never been as secure.

BAFFLE-BALL™ SURGE CONTROL - The slosh is eliminated. It feels like a solid load.
 TRI-ZONE™ SPRAY SELECTION - Choose where you want to spray. No more expensive salt damage. No more liquid wasted.
 AUTO-DRAIN™ SUMP BASE - The sloped tank base channels every ounce of brine to the drain.

DOUBLE SPRAY BAR SYSTEM - High volume pre- and post- treatment spray bars.
 Forged from stainless steel, the all-new Storm Fightr® Armored Boom was built from the ground up to defeat anything you can throw at it, from heat and corrosion to getting backed into the toughest snow pile. Your spray nozzles have never been as secure.
 RUST-ARMOUR™ STAINLESS FRAME - No rust. No corrosion. Years of unmatched service.
 FAST-FILL™ SYSTEM - Quickly attach and fill, so more time can be spent on the job.

Optional - Storm Commander™ Wireless Control Station - Your In-cab command center - The Storm Commander™ gives you the real-time data you need to beat billing disputes, frivolous litigation, and logistics breakdowns. It tracks application rates, GPS tracks, and much more, and backs it all up to an easy-to-use web portal. And it all comes in a rugged wireless package, complete with physical buttons and steel switches.

Diesel Fuel Boss - Outlast the storm - When you're in the elements, you stop for no one. The all-in-one Diesel Fuel Boss® refueling unit keeps you on scene long after everyone else has gone home. Equipped with a pump, hose, and gun, our pre-built design is ready to work right out of the box.

PUMP-SHIELD™ COVER - The pump and gun are protected under a weather-safe cover.
 ANCHOR-POINT™ STRAP GROOVES - Heavy-duty, never-fail strap grooves are built-in on both sides. This makes tying down this unit quick and hassle-free.

		<p>CONDENSATE-ARMOUR™ MATERIAL - Unlike steel and aluminum, this polyethylene material reduces condensation build-up to minimize machinery filter damage.</p> <p>SELF-ACTIVATE™ SHUT-OFF NOZZLE - This well-built diesel fuel nozzle is engineered to shut-off automatically when the machine is completely full.</p> <p>EASY-LIFT™ HANDLES - Molded-in, solid handles make loading and unloading this unit effortless.</p>	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Camion was started to help promote and implement liquid brine and snow removal solutions. SIMA and Wit Advisors promote using liquids to reduce the impact of highway and parking lot winter maintenance on the environment. Using liquids for de-icing and anti-icing reduces use of salt by 40-60 percent. Camion remains committed to reducing the environmental impact associated with snow and ice control.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Camion has designed our brine makers to run over standard building power supply rather than a gas engine, reducing emissions and greenhouse gases. Additionally, we offer electric, hydraulic and PTO options for our de-icing sprayers. We have specially developed the Ecomax motor for our truck sprayers. Ecomax, a high efficiency 12 volt electric pump which eliminates the need for another gas motor to run the pump.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>While we do not qualify for any of these designations, many of our dealers are certified and that certification is available upon request.</p> <p>Camion is a small privately-owned company that remains committed to supporting other small business owners, whether it be our independent dealer network or our contracted drivers.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Enduraplas started as a poly tank manufacturer and we pride ourselves on offering an industry-leading 10-year warranty on all of our tanks. As a polytank manufacturer, we offer one of the largest range of size applicators, production units and storage and transportation solutions for utilizing salt brine, the most efficient way to maintain clear roads.</p> <p>We take our core values to heart. We carry that pride and commitment to excellence to our Camion brand where we continue to offer the 10 year warranty on our brine storage tanks. These tanks are manufactured with our integral StrongX roof design and ribbed walls creating some of the toughest tanks available on the market today.</p> <p>We have a unique progressive sales model providing a win-win partnership with our dealers. This allows us to provide excellent, localize service from coast to coast. This strategy has made us a recognized brand in multiple industries requiring liquid handling solutions.</p> <p>The quality of our product is backed by our dedicate service teams which has created a strong, trusted brand in the marketplace.</p>	*

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Camion offers an industry leading 10 year warranty for all our brine storage tanks (after warranty registration). Camion equipment workmanship is covered for 2 snow seasons and parts are covered for the length of the manufacturer's warranty
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Camion does not provide any warranty coverage, nor have any liability or responsibility for any defects, costs, expenses, or damages relating to any of the following: Expendable parts, such as nuts, bolts, etc. or any parts not furnished by Camion or any damage causes by such parts. Airborne chemicals, road debris, salt, hail, floods, fire, windstorms, lightening or other acts of nature and other environmental conditions Water Contamination Any part or product installed, repaired, or altered by anyone other than a Camion Products authorized dealer or any damage caused by such parts or products. Normal wear and tear Normal maintenance services Incidentals or consequential damages, including but not limited to inconvenience, transportation, personal injury, loss of property or loss of revenue Parts or products that have been subject to abuse, negligence, accident, theft, tampering, misuse, neglect, corrosion, mishandling, improper installation, lace of or improper maintenance, care or storage. Installation of Camion products to a vehicle, including modification of Camion products or any such vehicle is entirely at the Buyer's risk and expense and compliance with motor vehicle regulations is the responsibility of the Buyer. Camion is not responsible for any damage whatsoever to vehicles caused by installation or use of Camion products equipment. Camion Products are not intended for personal, family or household use and, as such, this Limited Warranty does not cover such use.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Camion does not cover expenses such as travel time or mileage. Normal warranty repairs are handled by our independent dealer network in warranty policy, but will allow for exceptions depending on the defect and cause.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealers typically offer service as required which covers most regions. However we don't have servicing dealers in Northern Canada, Hawaii and Alaska. In the unlikely event that repairs are needed in these areas, we will evaluate on an exception basis. Camion warranty policy covers only parts, however in the unlikely event a manufacturer's defect requires additional resources, Camion will evaluation for reimbursement on a case by case basis.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Service charges for component parts may be transferred to the original parts manufacturer as appropriate when approved. Camion manufactured parts will be covered by our normal Camion Warranty Policy.
51	What are your proposed exchange and return programs and policies?	Camion will allow return of unused product subject to a 15% restocking fee. We allow our dealers to exchange stock as needed.
52	Describe any service contract options for the items included in your proposal.	Our dealers offer service and maintenance programs as required. We do not stipulate or dictate these as a manufacturer.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Camion standard payment terms are net 30 for approved customers. Otherwise we accept check or credit card payment. Dealers will set their own terms with Sourcewell Members.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	As a manufacturer we offer a program on Yard Card with 0% for 48 months. Terms apply. Dealers may extend other offers as they see fit.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transactional documents will include Quotes, Sales Order Confirmations and Invoices. If purchasing through one of our independent dealers, the format of the transactional documents may vary. See samples attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Camion does not accept P-cards for factory direct order payments on equipment or parts. Some of our independent dealers may accept P-Cards as payment when purchase order has been placed with them directly. The member will need to confirm if the dealer accepts this form of payment at the initial conversation.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	As the manufacturer, our pricing is based on our suggested retail price. Items are coded according to the options or features on each unit and can be easily correlated to the size, pump, etc. See attached price list with MSRP and Sourcewell discounted pricing
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Camion will offer 5% off MSRP for Sourcewell members for the duration of this contract.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Camion understands that it is not uncommon for Sourcewell members to purchase larger quantities. To provide the best quantity or volume discounts, we would work with our closest independent dealer.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Non-standard or custom items will be quoted by Camion at time of the request. Pricing will be discussed and agreed to by the member prior to placement of an order.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Taxes (both Canadian or US state) are not included in the pricing and may be added by Camion or the independent dealer at time of purchase. Any Training, installation or inspection charges will be dictated by the dealer as this service is not required by Camion as the manufacturer.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping direct from us as the Manufacturer to local dealer is listed on the pricelist as a destination charge. If shipped direct from us to Sourcewell member an additional \$250 drop fee will be applied. Shipping from dealer to Sourcewell member will be negotiated between the dealer and the customer.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping or delivery to Alaska or Hawaii or offshore, will need to be arranged by the Sourcewell Member. Shipping destination charges for Canada are listed on the pricelist.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Camion has MEGASTORES in key locations which stock product ahead of the winter season. These locations may have standard product on hand allowing customer to receive and put goods to immediate use.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We don't typically offer a special discount for Government Entities but we are offering Sourcewell members 5% off of MSRP on this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>All quotes will be reviewed by our sales and customer service team, even when our dealers are taking the lead with the member. This will allow us to know each time the contract is being used as the source for pricing and terms and conditions.</p> <p>Our independent dealers and sales and customer service teams will adhere to the following:</p> <ul style="list-style-type: none"> • The Sourcewell membership number will be included on all documents • The Sourcewell contract number will be included on all documents • The Sourcewell member's purchase order will be submitted to Camion when it is completed by the dealer • The dealer will invoice the member to receive their commission payment • Sourcewell pricing will be clearly noted on separate Sourcewell contract price book or pages • Our sales, customer service and dealers will receive mandatory training on the proposal and Sourcewell Terms and Conditions • The sales and customer service teams will input the member and contract numbers into the order system for reporting
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Camion tracks our sales via our ERM system. We will track the number of quotes and actual sales under the contract along with year-over-year revenue totals through the contract.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Our goal is to remain as competitive as possible with our pricing.</p> <p>We propose a fee of 2% excluding the price of shipping and open source or custom items.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Brine Makers</p> <p>BM3000 - LARGE BRINE MASTER</p> <ul style="list-style-type: none"> • (181 inches X 82 inches X 65 inches / dry weight 1,000 pounds) • 600 Gallon mixing tank • 2 cubic yard hopper - manufactured with one-piece HDPE grey Poly • 230-volt, 30 amp electrical connection • Solid steel Frame • Brine Production Capacity - up to 2600 gal/hour <p>BM1600 -SMALL BRINE MASTER</p> <ul style="list-style-type: none"> • (90 inches X 72 inches X 68 inches / dry weight 520 pounds) • 400 Gallon mixing tank • .5 cubic yard hopper - manufactured with one-piece HDPE grey Poly • 115-volt, 20 amp electrical connection • Solid steel Frame • Brine Production Capacity - up to 1600 gal/hour <p>Brine Storage Tanks - all our tanks include:</p> <ul style="list-style-type: none"> • 16" lid • Tie Down Points • Siphon Tube • Single piece Rotomold HDPE construction • 1.9 Specific Gravity • Compatible liquids - Calcium Chloride Brine, Salt Brine, Premium Branded Liquids • 10 year warranty <p>THV01100GYC</p> <ul style="list-style-type: none"> • 60" DIAMETER X 97" HEIGHT

- dry weight 210 lbs
- Capacity - 1,100 gallons
- Drain / Recirc Fittings - 2 inches (Poly or Stainless available)

THV03000GYC

- 90" DIAMETER X 125" HEIGHT
- Dry weight - 550 lbs
- Capacity - 3,126 gallons
- Drain/Recirc Fittings - 3 inches (Poly or Stainless available)

THV05000GYC

- 110" DIAMETER X 150" HEIGHT
- Dry weight - 1,210

lbs

- Capacity - 5,500 gallons
- Drain/Recirc Fittings - 3 inches (Poly or Stainless available)

THV10000GYC

- 144" DIAMETER X 178" HEIGHT
- Dry weight - 2,800 lbs
- Capacity - 10,400 gallons
- Drain/Recirc Fittings - 3 inches (Poly or Stainless available)

Brine Transport Tanks - all tanks include

- 16" lid
- Tie Down Points
- Sight Gauge and Siphon Tube
- Single piece Rotomold HDPE construction
- 1.9 Specific Gravity
- Pin Mount Construction
- Compatible liquids - Calcium Chloride Brine, Salt Brine, Premium Branded

Liquids

- Optional Baffle Balls to prevent sloshing
- Optional Recirculation Fitting
- 10-year warranty

THF01000ORC

- 94" length X 60" width X 63" height
- Dry weight - 435 lbs
- Capacity - 1,100 gallons
- Drain Fittings - 2 inches (Poly or Stainless available)

THF01600ORC

- 130" length X 71" width X 51" height
- Dry weight - 590 lbs
- Capacity - 1,600 gallons
- Drain Fittings - 3 inches (Poly or Stainless available)

THF02200ORC

- 130" length X 87" width X 90" height
- Dry weight - 770 lbs
- Capacity - 2,200 gallons
- Drain Fittings - 3 inches (Poly or Stainless available)

THF03000ORC

- 130" length X 87" width X 90" height
- Dry weight - 1,210 lbs
- Capacity - 3,000 gallons
- Drain Fittings - 3 inches (Poly or Stainless available)

THF04500ORC

- 179" length X 95" width X 84" height
- Dry weight - 1,870 lbs
- Capacity - 4,500 gallons
- Drain Fittings - 3 inches (Poly or Stainless available)

Relocatable Storage

- 16" lid
- Tie Down Points
- Siphon Tube
- available 2 inch or 3 inch pump and plumbing options.
- Single piece Rotomold HDPE construction
- 1.9 Specific Gravity
- Compatible liquids - Calcium Chloride Brine, Salt Brine, Premium Branded

Liquids

- 10 year warranty

IMSWC6000

Double Cone Trailer

- 2-3,000 gallon cone-bottom storage tanks

- 21 inches length X 100 inches width X Height - (Raised - 158"/Lowered - 146")
 - Dry weight - 2,800 lbs
- IMSWC9000
- Triple Cone Trailer
 - 3 3,000 gallon cone-bottom storage tanks
 - 29 inches length X 100 inches width X Height - (Raised - 158"/Lowered - 146")
 - Dry weight - 4,090 lbs

Ice Control Sprayers

H-Series

IMH050

- 50 Gallon Ice Master H Series 3-point Sprayer
- 32 inches length X 55" width X 43 inches height
- 3-point linkage hitch
- IMSB7 - 7 nozzle boom - upto 6 ft spray width
- optional Hose Reel

U-Series Sprayer

IMU100

- 100 Gallon U Series UTV Sprayer
- 49 inches length X 45" width X 27 inches height
- 100 ft hose reel
- IMSB7H - 7 nozzle boom - upto 6 ft spray width

E Series Sprayer

- 3 Independent Electric Pumps
- Proven Pin-mount System
- Sight Gauge
- 2" Fill Port
- In Cab Controller
- Pressure Controller

IME250

- 250 Gallon E Series Truck Mount Sprayer
- 80" length X 43" width X 39" height
- Dry weight - 445 lbs

IME300

- 300 Gallon E Series Truck Mount Sprayer
- 102" length X 48" width X 40" height
- Dry weight - 530 lbs

IME500

- 500 Gallon E Series Truck Mount Sprayer
- 104" length X 57" width X 50" height
- Dry weight - 670 lbs

T Series Sprayer

- Baffle balls
- Integrated Fork Point Slots
- Double Spray bar for high volume pre & post-treatment spray bars
- Choice of Motor/Pump
- In Cab Controls
- Optional StormCommander GPS controls
- Optional Hose Reel
- Optional Work Lights

IMT250

- 250 Gallon T Series Truck Mount Sprayer
- 81" length X 48" width X 39" height
- dry weight - 475 lbs
- Optional Electric or Gas Motor

IMT300

- 300 Gallon T Series Truck Mount Sprayer
- 102" length X 48" width X 40" height
- dry weight - 560 lbs
- Electric or Gas Motor

IMT500

- 500 Gallon T Series Truck Mount Sprayer
- 104" length X 57" width X 50" height
- dry weight - 700 lbs
- Electric, Hydraulic or Gas Motor

IMT800

- 800 Gallon T Series Truck Mount Sprayer
- 120" length X 61" width X 59" height
- dry weight - 935 lbs
- Electric, Hydraulic or Gas Motor

IMT1000

- 1000 Gallon T Series Truck Mount Sprayer
- 120" length X 61" width X 75" height

		<ul style="list-style-type: none"> • dry weight - 1,035 lbs • Electric, Hydraulic or Gas Motor <p>IMT1200</p> <ul style="list-style-type: none"> • 1200 Gallon T Series Truck Mount Sprayer • 127" length X 72" width X 66" height • dry weight - 1,250 lbs • Hydraulic or Gas Motor <p>IMT1600</p> <ul style="list-style-type: none"> • 1600 Gallon T Series Truck Mount Sprayer • 156" length X 72" width X 70" height • dry weight - 1,495 lbs • Hydraulic or Gas Motor <p>IMT1900</p> <ul style="list-style-type: none"> • 1900 Gallon T Series Truck Mount Sprayer • 156" length X 72" width X 75" height • dry weight - 1,598 lbs • Hydraulic or Gas Motor <p>IMT2500</p> <ul style="list-style-type: none"> • 2500 Gallon T Series Truck Mount Sprayer • 159" length X 87" width X 84" height • dry weight - 2,040 lbs • Hydraulic or Gas Motor <p>IMT3000</p> <ul style="list-style-type: none"> • 3000 Gallon T Series Truck Mount Sprayer • 159" length X 87" width X 99" height • dry weight - 2,295 lbs • Hydraulic or Gas Motor <p>Diesel Transfer Tanks</p> <ul style="list-style-type: none"> • 10 GPM Vane Pump • 20" hose • Auto Shut-off spray gun <p>RDU025C10DC</p> <ul style="list-style-type: none"> • 25 GAL DIESEL FUEL BOSS - COMPACT • 32" length X 27" width X 20" height • Dry weight - 69 lbs <p>RDU055C10DC</p> <ul style="list-style-type: none"> • 55 GAL DIESEL FUEL BOSS - COMPACT • 32" length X 27" width X 30" height • Dry weight - 80 lbs <p>RDU075N10DC</p> <ul style="list-style-type: none"> • 75 GAL DIESEL FUEL BOSS - NARROW • 51" length X 21" width X 31" height • Dry weight - 90 lbs <p>RDU100S10DC</p> <ul style="list-style-type: none"> • 100 GAL DIESEL FUEL BOSS - STANDARD • 47" length X 34" width X 34" height • Dry weight - 100 lbs
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Brine Production and Storage</p>

*

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

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

Line Item	Category or Type	Offered *	Comments	
71	Salt;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer Salt at this time.	*
72	Brine;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer brine, but we have a great Brine Master series that will allow the Sourcwell member to produce their own brine.	*
73	Anti-icing or or de-icing solids, liquids, and agents designed or intended for de-icing or anti-icing applications;	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer at this time.	*
74	Storage tanks and systems designed to produce brine, anti-icing, or de-icing agents with related supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	Camion offers the Brine Master system to produce brine and multiple styles of brine storage tanks.	*

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		None

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

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

- [Pricing](#) - Camion USD SOURCEWELL MSRP Price List 22-23.pdf - Tuesday March 14, 2023 14:45:06
- [Financial Strength and Stability](#) - Enduraplas - Experian credit report.pdf - Tuesday March 14, 2023 14:45:26
- [Marketing Plan/Samples](#) - Camion 2023 E8.pdf - Tuesday March 14, 2023 14:44:51
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty (Mfr) - Camion Systems Final Draft 4863-0030-0110 v.1 - Clean Final 230208.pdf - Tuesday March 14, 2023 08:21:02
- [Standard Transaction Document Samples](#) - Sample sales documents.pdf - Tuesday March 14, 2023 14:46:42
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Salt_and_Brine_RFP_031423 Mon March 6 2023 04:36 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Salt_and_Brine_RFP_031423 Thu February 16 2023 02:52 PM	<input checked="" type="checkbox"/>	1