



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Etnyre International, 1333 S. Daysville Road, Oregon, IL 61061 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

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

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all 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

Etnyre International

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/15/2022 | 12:30 PM CST  
\_\_\_\_\_

DocuSigned by:  
*Brian Horner*  
25E8B2F6B63C413...  
By: \_\_\_\_\_  
Brian Horner  
Title: Director of Sales  
Date: 12/16/2022 | 8:12 AM CST  
\_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
Date: 12/16/2022 | 8:54 AM CST  
\_\_\_\_\_

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

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## Vendor Details

Company Name: Etnyre International

Does your company conduct business under any other name? If yes, please state: E. D. Etnyre & Company, BearCat Manufacturing, Rayner Equipment Systems

Address: 1333 S. Daysville Road  
Oregon, IL 61061

Contact: Kathy Burrigh

Email: kburrigh@etnyre.com

Phone: 815-732-2116 5091

HST#: 36-1049600

## Submission Details

Created On: Wednesday September 21, 2022 07:30:08

Submitted On: Thursday September 29, 2022 13:19:06

Submitted By: Kathy Burrigh

Email: kburrigh@etnyre.com

Transaction #: 63f6096b-c4b0-40cf-8d25-9604d63e9394

Submitter's IP Address: 208.87.237.201

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Etnyre International
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	E. D. Etnyre & Co.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Etnyre International E. D. Etnyre & Co
4	Provide your CAGE code or Unique Entity Identifier (SAM):	80195
5	Proposer Physical Address:	1333 S. Daysville Road Oregon, IL 61061
6	Proposer website address (or addresses):	www.etnyre.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):	Brian Horner Director of Sales 1333 S. Daysville Road, Oregon, IL 61061 bhorner@etnyre.com Office Phone: 815-732-5124 Cell: 815-977-1663
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Horner Director of Sales 1333 S. Daysville Road, Oregon, IL 61061 bhorner@etnyre.com Office Phone: 815-732-5124 Cell: 815-977-1663
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Terry Stone Sales Administrator 1333 S. Daysville Road, Oregon, IL 61061 tstone@etnyre.com 815-732-5006  Kathy Burright Export Sales Administrator 1333 S. Daysville Road, Oregon, IL 61061 kburright@etnyre.com 815-732-5091  Mark Zeigler Sr. Director of Finance 1333 S. Daysville Road, Oregon, IL 61061 mzeigler@etnyre.com 815-732-5063  Jamie Walls Accounting Supervisor 1333 S. Daysville Road, Oregon, IL 61061 jwalls@etnyre.com 815-732-5127  Mary Gaffey Sr. Director of H.R. 1333 S. Daysville Road, Oregon, IL 61061 mgaffey@etnyre.com 815-732-5039

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

Line Item	Question	Response *
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>Etnyre is a family owned and operated manufacturing business founded in 1898 in Oregon, IL. Etnyre's 125 year anniversary is just around the corner. 125 years of producing road building and transportation equipment for municipalities and contractors alike. Initially serving farmers, we began producing road oiling machines in the early 1900's supplying the US armed services with oilers and bituminous distributors in both World Wars. Since then, we have introduced new road building and transport products and acquired Hyster Company, Bearcat Mfg and Rayner Equipment Services to further expand our products and services to the industry.</p> <p>We have expanded from a small group of original members to now over 700 members in 4 different facilities across the United States. Etnyre has always had a strong governmental presence with some of our beginnings providing equipment for the United States Armed Forces for both world wars. Over the years Etnyre has expanded our product lines which include Road building equipment to trailers of various types. Our lowboy trailers, asphalt tankers and live bottom trailers have evolved with the times to become standard leaders in the market.</p> <p>Our core values: Care, Humility, Trust, Integrity, Respect (see attached) serve as a platform to remind us of how we need to treat all of those we work with, customers, vendors and members. These core values guide our approach to customers, employees, and vendor relationships.</p> <p>Etnyre has a simple business philosophy which is to provide our customers with the best equipment on the market at a competitive price. Equipment that exceed our current customer requirements and evolves with the times to stay modern and effective for our customer's needs. We believe our relationship with Sourcwell will provide both a new pathway for public sector entities to find us and provide an additional sales tool for our dealer network in the U.S. and Canada, many of whom already represent existing Sourcwell contracts. Etnyre International companies produce over 1300 pieces of road building and transportation equipment annually along with a division that produces thousands of parts for other manufacturers, including wind power, EV, rail and generator.</p>
11	What are your company's expectations in the event of an award?	<p>If favored with this award, we will utilize our extensive dealer network in support of current and future Sourcwell members. Because our dealer network already includes existing Sourcwell contracts, we feel we have a trained network of sales personnel on the ground, ready to add Etnyre to their existing portfolio of Sourcwell representation. We anticipate that with the addition of the Sourcwell process, our new and existing customers will utilize this contract extensively. Etnyre and our dealers anticipate accelerated growth in the municipal market as a direct result of a Sourcwell contract. We further intend to add and incorporate Sourcwell support training to any dealer that may be unfamiliar with the Sourcwell process. As mentioned below, Etnyre provides several dealer training sessions each year and if awarded by Sourcwell, Sourcwell specific training will be incorporated to reinforce this award and the utility and benefits from its implementation.</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>In addition to the downloaded documents which attest to our financial strength, we feel our longevity (nearly 125 years) offers a rare level of stability in a marketplace fraught with the instability of investor lead buyouts and a concentration on quarterly results. Our continuous family ownership and leadership position in our marketplace both attest strongly to our long-range vision, our excellent customer service and retention rate, and our foundational corporate strength and stability. It must be noted that Etnyre is a privately held company and consequently, some of the financial information you may be used to seeing from a publicly held corporation cannot be disclosed in our case.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Etnyre uses the means of selling to end users, in most cases we use a dealer network with established equipment dealers who cover a contracted geographic territory. In areas where there is not a contracted dealer, sales would be handled direct from the factory. Current market share depends on the product line, in most cases is roughly 80%, but is slower for some trailer products due to a much larger pool of manufacturers in the trailer business.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Etnyre has a strong market share in Canada with approximately 80% market share.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No</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?	B) Etnyre is a manufacturer of roadbuilding & transportation equipment. We market and distribute finished products through an extensive contracted dealer network in the U.S. and Canada (see Q. 26). These dealers are independent and not owned by Etnyre. Our strategy for approving dealers involves a vetting process to assure they understand their market and our compatibility with their market. We expect our dealer partners to aggressively meet the needs of our Governmental customer base. We support our dealers both through Regional Sales Managers and through Parts Sales and Service Reps to assure dealer and customer needs are quickly met. The RSM's and PSSR's are Etnyre employees. All finished goods are delivered directly to dealers so they can perform both the pre-delivery inspection and the actual customer delivery and training if needed. Annual dealer and technician training sessions are routine support efforts.	*
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.	See attachments: Certificate Number 112334.00 ISO 9001:2015, ASME Certificate, State Certificate/License # in Financial Strength & Stability documents, Dealer technical training.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**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	Etnyre is nearly 125 year old company which has received many patents over the years, but dating forward from early 1990's, Etnyre International Companies has been granted 23 patents. Etnyre, for many years, has received special manufacturing contracts for the U.S. military. Because mil specs are complex and very different from our normal commercially available product, these machines are not sold commercially but attest both to Etnyre's ability to satisfy the complex needs and requirements of the military and to the quality of our manufacturing processes resulting in repeat requests we receive for these machines. Asphalt Contractor Top 30 Manufactures Award, Most Improved Tank Plant 2021 Plant Safety from TTMA (Truck Trailer Manufacturers Association).	*
20	What percentage of your sales are to the governmental sector in the past three years	60 Percent, approximately \$80 million.	*
21	What percentage of your sales are to the education sector in the past three years	0 Percent, School Districts do not routinely engage in paving and instead either outsource this work commercially or satisfy their needs using available city or county resources. Should a school system choose to engage in purchasing a trailer utilizing in-house resources, our dealer network can provide whatever assistance they may require.	*
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?	Etnyre doesn't hold any cooperative contracts. Etnyre dealers hold contracts in various states or regions and sell Etnyre products through these. e.g., (TASB) Texas Association of School Board 6 = \$6 million, ACCA (Association of County Commissions of Alabama \$3.5 million, STS Ohio Buys \$500,000.00 and HGAC \$250,000.00. Since Etnyre is not the holder of the contract, the exact numbers are not available, but are estimated for the previous 3 years.	*
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?	None	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	

<p>Faulkner Co Road Dept. Over the past 25 plus years Faulkner County has ran Etnyre Asphalt Distributors, Chippers and Low Boy Trailers. We have been extremely satisfied with it all, also we have been extremely satisfied with the sales and service we receive from Clark Machinery. It would be of assistance to us if Etnyre products were available to us thru Sourcewell as we have purchased John Deere and Mack equipment thru Sourcewell. Thanks Mark Mark Ledbetter Road Foreman Faulkner County Road Dept. 501-450-4930</p>	Mark Ledbetter	501-450-4930	*
<p>Lawrence Co Road Dept. To Whom it may concern, In my capacity within our county organization, I have found that having the ability to purchase products through the Sourcewell purchasing Cooperative saves us time and is a great option. The Etnyre line of products are high quality items, that when needed add value to our local infrastructure. Being able to purchase them through the contract would be a true benefit to our organization. With our local dealer, Cowin Equipment involved in the process, we are assured that we can secure the right equipment and have the critical support of both Cowin and Etnyre to make sure they units give many years of valuable service. Sincerely, Winston Sitton, P.E.</p>	Winston Sitton, P.E.	256-974-2478	*
<p>Oklahoma D.O.T. I would like to let, whomever it may concern, know what a good job Van Keppel and Etnyre has done for O.D.O.T in the past years. There Sales department, service department and parts department has been outstanding and the tech support has worked with O.D.O.T mechanics and helped us with whatever was needed. Sam Reynolds Shop Superintendent Div. 7 / Duncan 580-255-7586 Email: sreynolds@odot.org</p>	Sam Reynolds	580-255-7586	*

<p>City of Fort Wayne As the City Fleet Director within our City organization, City of Fort Wayne I have found that having the ability to purchase products through the Sourcewell purchasing Cooperative saves us time and is a great option. The Etnyre line of products are high quality items, that when needed add value to our local infrastructure. Being able to purchase them through the contract would be a true benefit to our organization. With our local dealer, Southeastern Equipment Company involved in the process, we are assured that we can secure the right equipment and have the critical support of both Southeastern Equipment Company and Etnyre to make sure they units give many years of valuable service. Thank you for your consideration of this great company and product. Director of Fleet Operations</p>	Larry Campbell CFPF	260-427-5291
<p>To Whom it may concern, In my capacity within our organization, I have found that having the ability to purchase products through the Sourcewell purchasing cooperative saves us time and is a great option. The Etnyre line of products are high quality and being able to acquire them through the cooperative would be a great option for our municipality. With our local dealer, Southeastern Equipment Company, involved in the process we feel confident that we can secure the right equipment and be positioned for a successful outcome to achieve the goals of our county. Respectfully, Cole Wyatt</p>	Cole Wyatt	260-563-2091

**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 *
City & County of Denver	Government	Colorado - CO	Roadbuilding	(3) Live Bottom Trailers	\$420,510.00
City of Corpus Christi	Government	Texas - TX	Roadbuilding	(3) Live Bottom Trailers	\$267,660.00
Jackson County	Government	Michigan - MI	Roadbuilding	(4) Live Bottom Trailers (1) Lowboy Trailer	\$816,252.00
Texas D.O.T.	Government	Texas - TX	Roadbuilding	(67) Asphalt Distributors (5) 4WD Chip Spreaders	\$8,354,970.00
Indiana D.O.T.	Government	Indiana - IN	Roadbuilding	(10) Asphalt Distributors (2) 4WD Chip Spreaders (5) Lowboy Trailers	\$1,858,492.00

**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 *
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26	Sales force.	<p>In addition to our 60 independent dealers in the US and Canada (totaling 220 locations each of which conducts and manages their own sales activity, Etnyre supports them with 10 RSMs: Chad Hurtgam-716-735-6808 churtgam@etnyre.com, Jason Sasser-205-492-8006 jsasser@etnyre.com, Doug Legg-303-912-6920 dlegg@etnyre.com, Nick Manzer-207-399-0113 nmanzer@etnyre.com, Greg Reaves-205-704-2134 greaves@etnyre.com, Ben Weidling-406-871-1337 bweidling@etnyre.com, Tim Hoover-660-580-0350 thoover@etnyre.com, Marty Rodrigues-210-602-3531 mrodrigues@etnyre.com, Kenny Brown-713-805-3942 klbrown@etnyre.com, Dean Kruger-815-543-0809 dkruger@etnyre.com. 2 PSSR's Jeff Hitchcock-815-405-8701 jhitchcock@etnyre.com, James Jarrell-904-252-5396 jjarrell@etnyre.com.</p> <p>In addition to the above, we have an administrative support arm at our Headquarters: Rich Wilsie-815-732-5104, Brian Horner-815-732-5124, Tim Kruger-815-732-5075, Rob Jones-815-732-5043, Chris Shaffer-815-732-5177, Terry Stone-815-732-5006, Dean Fox-815-732-5013, Kevin Sassaman-815-732-5090, Ryan Cardwell-815-732-5113, Kathy Burright-815-732-5091 (all emails first initial first name last name@etnyre.com example: kburrigh@etnyre.com). web address: www.etnyre.com. We estimate the total sales personnel located at the dealer level to be a number above 300. In order to utilize the Sourcwell benefits to their fullest, Etnyre hopes that Sourcwell will assist Etnyre in assuring dealer personnel are fully trained in our new "go-to-market" Sourcwell strategy.</p>
27	Dealer network or other distribution methods.	<p>Our 60 dealers, because they handle many products in addition to ours, their sales force is deeply knowledgeable about Governmental support in many diverse areas including many solutions offered through Sourcwell. The addition of the Etnyre line to their current Sourcwell solutions will expand their depth and utility to their government clientele while also providing the ability to utilize the Sourcwell instrument as they currently do for other products in their lines. A listing/map of our dealership network is supplied with this submission for your review. Although not specifically requested by Sourcwell, Etnyre, as nearly a 125 years-old firm, is proud of both the size and quality of our dealer network. Many of our dealers have been representing Etnyre for decades. The addition of our Sourcwell "go-to-market" strategy will enhance an already loyal customer base and encourage many new and existing customers by giving them and our dealers yet another reason to buy. (See attached documents for further dealer detail).</p>
28	Service force.	<p>Because our dealer network all operate garage and shop facilities to support their customers, each offers on-site expertise in our product line and road-side service. Our role is to support their in-house technicians by providing training and ready access to parts. Etnyre complements dealer service with a full service department located at each of our three factories. These departments interact both with dealers and with end customers to assure any issue is quickly resolved. Finally, we provide our dealers with regular service training to keep them current on our latest product enhancements. We currently estimate our collective nationwide service staff to total 120 maintenance technicians and supervisors. This number is fluid however due to the current status of the blue-collar labor environment.</p> <p>Etnyre Parts &amp; Service #888-586-1899 - email customerservice@etnyre.com, BearCat &amp; RES Parts &amp; Service #888-897-0575. Kevin Barringer, Service Manager 815-732-5025 kbarringer@etnyre.com. When calling the 888 #'s, calls go into 1st available service/parts representative. Also, see PSSR contact information line item 26.</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.	See attached flow chart for proposed contracted process.
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>Etnyre has trained service staff available 24/7 to complement our dealer network. We constantly evaluate dealer service performance using an in-house scorecard system to assist dealers in making improvements to their/our processes. Because we are the manufacturer, we have ready and immediate access to any parts needed should the dealer not have a needed part available locally. Our manufacturing center parts support arms are located in Oregon, IL and Wickenburg, AZ. Parts access from either of these centers is simple and quick. Service/repair parts inventory is kept separate from manufacturing inventory. Because our factories are located in two different time zones, we have the ability to exploit either locations' time zone to expedite parts delivery. Etnyre holds one technical training session per year at which dealer technicians are required to attend. Further, we hold numerous customer training sessions where customers are trained on safety, machine operations and maintenance processes; technicians often attend these sessions as well. All new unites are provided with customer training on operation/maintenance and safety by a combination of dealer and Etnyre personnel. This provides the customer a hands on experience/training.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All of the United States are included in this proposed contract. Our sales force and dealer network covers the entire country with representation in every state.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our partnership with Sourcewell would include all agencies/government entities that qualify for purchase through Sourcewell. All processes for Canada are the same as for U.S. dealers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Etnyre will place the Sourcewell contract as our "go-to-market" strategy in any vertical of Sourcewell membership throughout the U.S. and Canada. Because Etnyre participates in very few regional or competing cooperatives, we intend the Sourcewell instrument to be our dealers' best and most attractive option if we receive this award.	*
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?	No contract restrictions.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No contract restrictions, unless special freight is required. Freight will be added at actual cost.	*

**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.	Etnyre's marketing strength lies in our extensive dealer network and we look forward to announcing our Sourcewell award to and through them. Our sales management team will strive for maximum awareness and exposure and will strongly encourage our network to embrace this welcome addition as soon as the award is announced. As stated above, because our network already represents many Sourcewell solution contracts, the addition of Etnyre will be welcome news. Etnyre will announce the Sourcewell contract on 100% of our marketing platforms, social media, and printed material specifically meant to promote this award. Finally, we will broadly support, announce and encourage participation at trade shows on local, regional and national levels throughout (e.g., Con Expo, World of Asphalt, Rocky Mountain, Virginia Asphalt Seminar, Florida Transportation Builders Assoc., International Slurry Surface Assoc., Minnesota Maintenance Expo and National Pavement Expo). Other 3rd party support platforms will be explored once the award is made. Examples of current marketing materials are uploaded for your review. These, of course, will be modified if Etnyre is favored with an award from Sourcewell.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have recently launched new websites for all our companies that interact with each other and drive customers to the correct site or area of the site for ease of accessibility. On the site, to include a few: there are training videos, manuals, literature, dealer map and dealer contact information, ect. Etnyre is also, expanding posts and advertising on all social media sites. Posting daily items of interest to our dealers or customers. Some of the sources being utilized: Facebook: <a href="https://www.facebook.com/etnyreinternational">https://www.facebook.com/etnyreinternational</a> Instagram: <a href="https://www.intagram.com/etnyre_co">https://www.intagram.com/etnyre_co</a> Linkedin: <a href="https://www.linkedin.com/e-d-etnyre-co">https://www.linkedin.com/e-d-etnyre-co</a> Etnyre website: <a href="http://www.etnyre.com">www.etnyre.com</a> In anticipation of a Sourcewell contract award, Etnyre is prepared to add a value added logo or link to advertise Etnyre as a Sourcewell contract holder. This will also be done on all our social media platforms, hardcopy publications and websites.
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?	Sourcewell is the premier cooperative contract in the public sector and truly has no equal in this realm. We anxiously await Sourcewell's decision. We feel it is important in the event of an award, that our products, logo and such reflect Sourcewell's availability and be included as soon as is practical to support their award and announcement. We look forward to partnering with Sourcewell in this effort by providing whatever assistance Sourcewell needs to assure the award is both well-known immediately and communicated to and through our dealer network. We will have a point of contact at Etnyre to work with Sourcewell through the onboarding process to become educated with Marketing and promotional tools and methods available through Sourcewell and Etnyre. We will educate our dealers how sales will be accelerated due to the fact the long bid process has been satisfied by Sourcewell.
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.	An e-procurement system is in place for parts and available to both our dealer network and to end customers. Because our machines are specialized and technical in nature, an e-procurement process for machines is under complex review and consideration. Etnyre is working on development of interactive parts manuals for our products which will continue until it's all inclusive for all our products. The manuals will be linked to E-commerce system for a "shopping cart" style ordering.

**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.	Our products are supported with standard "start-up training" provided by either (or both), selling dealers or factory representatives. This training is done at customer locations and can include machine operation, maintenance and service. We also offer some regional schools at dealer locations for customers to learn more about the equipment and process the equipment is used for. Annually, factory customer schools are held in Oregon, IL location for any or all customers to increase their level of knowledge of the equipment, normally held in March or April of each year. These classes are taught by factory personnel. "Best Practices" training is done by Etnyre representatives at various organizations: International Slurry Surfacing (ISSA), Missouri & Mississippi Asphalt Paving Association (MAPA), Local Technical Assistance Program (LTAP), Alabama D.O.T., National Association of County Engineers (NACE) and many other local and state agencies.
41	Describe any technological advances that your proposed products or services offer.	First Live Bottom trailer to load over the 5th wheel of truck, first Live Bottom trailer with belt & chains being independent of each other, first true paver special style Low Boy trailer and high lift gooseneck on trailers.
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.	Committed to environmental sustainability, Etnyre International is always striving to promote "green" initiatives in all facets of our business. We annually recycle all of our raw materials that can't be used for production: over 900 tons of steel, over 200 tons of aluminum, over 25 tons of stainless steel, and over 250 tons of other materials, including brass, copper and cast steel. We use low water volume toilets, installing solar panels on all our buildings, changing to geo thermal, installing prairie and natural forest, planting trees, installed 5 electric vehicle charging stations, and recycle all wooden pallets and wood waste to mulch. The Etnyre foundation was set up to issue grants to local agencies that promote green initiatives along with various humanitarian and educational organizations. Etnyre foundation site: <a href="https://www.theetnyrefoundation.org">https://www.theetnyrefoundation.org</a>
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.	None apply.
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.	Etnyre International is a family owned business which is a minority among companies in today's business world. Etnyre welcomes doing business with all WMBE and SBE companies and promotes such businesses. Our dealer network is comprised of many dealers that are privately held dealers and some of which are women owned.  Cashman Cat is a billion dollar equipment dealer and is one of the leading women owned businesses in the country. They are not only women owned, they are one of the leaders in "green initiatives" in the world. We are proud to have them as one of Etnyre's dealers. West Virginia Tractor is also a women owned business that is among our minority partners. Etnyre doesn't require reporting of the status of ownership for their dealers, but we also have many that are veteran owned. (See attached relating documents, with two known female owned companies-Cashman Eqpt & West Virginia Tractor).
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our most unique quality is our longevity in a competitive, technical, and very conservative market. Our entire history has been driven and supported by loyal customers that return to Etnyre repeatedly over the years because our products and service have held up for decades. Etnyre prides itself on personal customer relationships and they have unique access to our factories, our service and our processes; we welcome their scrutiny and feel our transparency has reinforced our commitment to adding value to our products and to our excellence in customer service. Headquartered in a small town as is Sourcewell, for our entire history, Etnyre is an integral part of the community. We feel that Sourcewell's award, should it be made in our favor, will further add another level of respect and cache' to the already long-standing business that we are. Sourcewell's vetting process results in only the best and most respected partners being selected. We feel Etnyre belongs in Sourcewell's family of solution contracts.

**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?	Etnyre's warranty covers both parts and labor costs covering any defect in manufacture. (A copy is uploaded into the warranty section). It should be noted, due to Etnyre's Quality Control processes refined over decades of production, warranty claims are rare.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Due to our quality and performance history, we extend no limitations on usage hours during our 12-month warranty period. We do not warranty our products for damage caused by abuse, accident, or negligent use or due to a failure caused by a lack of proper care and maintenance. Etnyre offers full warranty for defects in manufacturing and workmanship.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Again due to our high quality production and low incidence of warranty related failure, our warranties cover both technician travel time and service truck mileage.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Warranties are a full 12 months from start-up date. Manufacturers of components that are used in our products may carry longer warranties that will be honored. There are no areas that are not covered by dealer and/or factory representatives to provide warranty service.
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?	Warranty is an Etnyre warranty and other manufacturers components are covered. Other components may carry a longer warranty by original manufacturer. All vendor component warranty's follow particular vendors recommended warranty.
51	What are your proposed exchange and return programs and policies?	Parts returns are handled using a return material authorization (RMA). Stocking parts may be returned per attached policy in parts handbook.
52	Describe any service contract options for the items included in your proposal.	There are no service contracts direct from the factory, these would be negotiated with the local contracted dealer.

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are net 30 and we accept check and electronic payment (wire, ACH).
54	Describe any leasing or financing options available for use by educational or governmental entities.	Etnyre and our dealers would utilize the financing packages offered by Sourcewell. This will streamline any agencies financing requirements when purchasing from a Sourcewell contract.
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.	For many of our products, we use a RFQ (request for quote) to initiate an order. This is then put into a quote sheet for Customer/Dealer. If favored with this award, we will develop a Sourcewell form and/or spreadsheet for all of our products in the contract, showing pricing, discount, fees, ect. so they can be tracked per order. (see 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?	Etnyre International is not set up to handle P-Card purchases at this time. Most of these type of purchases will be handled by our dealers.

**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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Etnyre International publishes our pricing by individual models with a "list" base price which is listed at the beginning of each model page, base price includes all standard equipment. That section is followed by a list of available options priced at "list" price. Customers can simply select the base model, select optional equipment they would like and then total to gain the total "list" price for the unit. Sourcwell customers will then receive a 15% discount off the total "list" price of the unit. FOB Oregon, IL 61061, see attached price book.
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.	Etnyre offers a 15% discount from the total off the published list price. (Base plus options total).
59	Describe any quantity or volume discounts or rebate programs that you offer.	Etnyre offers an additional 2% discount on orders of 5 or more identical units ordered at the same time.
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.	Any "sourced" products or "nonstandard" options not listed in our published price catalog can be added at cost plus standard markup which will establish the "list" price of that product or option. The 15% discount will then be applied to the product or option.
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.	Freight will be added to the final price of the unit as a separate line item and will be billed at "actual" cost for shipping equipment from manufacture location (Normally, Oregon, IL 61061)  Etnyre shipping department uses common freight brokers and negotiate competitive rates. Customers are also able to arrange their own shipping.  The freight type of service, tow away, hauled, ect., can be discussed with dealer or customer to tailor the type of freight the end customer prefers.  PDI (pre-delivery inspection) is normally performed by an authorized Etnyre dealer. This is normally a flat fee of \$1,000.00 depending on the scope of the equipment. The fee is an additional fee to the price of the equipment.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The products we are offering in this RFP are large trailer units that require a power unit or semi-tractor to tow the unit to the customer or dealer. Etnyre uses special carriers that can provide "power only" trucks to perform these deliveries. Cases that involve multiple units may have the ability to be stacked on top of each other to reduce shipping costs. Customer can consult the factory for freight options in these cases. Etnyre makes it easy to ship units and get very competitive rates from our brokers, but customers can arrange their own shipping or pick up at the Etnyre factory, if preferred.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Etnyre contracts off shore (ocean) shipping with brokers, to include container and flat rack shipments, these costs are supplied at the time of shipment as is for domestic shipping. Canadian shipments are arranged by Canadian dealers or customers. This simplifies the import process to Canada.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are various options to shipping some of our units like Lowboy trailers. If customer prefers units can be stacked with other customer units to save freight. This will require coordination and permission from all parties involved, but can lend to saving freight costs.

**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.	

**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.	All quote/orders will have the specific Sourcewell contract number assigned to them. There will be separate log for these orders for tracking and reporting purposes. It will be maintained by the sales department and a report generated for the accounting department on a quarterly basis for payment to Sourcewell for fees. A automated report will be generated using Zendesk sell that will also give us the ability to track all quotes/orders for specifics to the Sourcewell contract.  A spreadsheet with the customer, dealer, total price, discount, freight, PDI and Sourcewell fee will be created for every order to easily track/monitor this contract.
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.	Using tracking spreadsheets and the Zendesk product, Etnyre will track all public-sector sales both for reporting purposes through our dealer network. Our order tracking program "Zendesk" will provide an up to date detailed report on all orders and quotes. Sourcewell contract orders will have a separate "code" that will allow us to easily view our overall volume and percentages that come strictly from the Sourcewell 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.)	Etnyre is proposing an overall 1% of all dealer and direct customer sales generated from and through the Sourcewell Contract. The admin fee will be calculated on the product sold.

**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.	LowBoy Trailers, Live Bottom Belt Trailers, Liquid Asphalt Tankers
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	LowBoy Trailers: Fixed Gooseneck Trailers, Rear Loading Trailers, Paver Special Trailers. Live Bottom Belt Trailers: Tandem Axle, Multi Axle Asphalt Tankers: Aluminum, Steel

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

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

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	lowboys, deck overs, tanker, gooseneck, walking floor (belt style).
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

**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](#) - C-TRL-SW-22 .pdf - Wednesday September 28, 2022 13:07:45
  - [Financial Strength and Stability](#) - Financial Strength & Company Information RFP 092922.zip - Tuesday September 27, 2022 13:43:25
  - [Marketing Plan/Samples](#) - Etnyre Advertising Slides RFP 092922.pptx - Wednesday September 28, 2022 11:27:28
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - E651\_90 Warranty RPF 092922.pdf - Tuesday September 27, 2022 14:45:52
  - [Standard Transaction Document Samples](#) - Standard Transaction RFP 092922.zip - Thursday September 29, 2022 12:19:44
  - [Upload Additional Document](#) - Other Documents - RFP 092922.zip - Thursday September 29, 2022 12:03:43



## 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. - Brian Horner, Director of Sales, Etnyre International

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

Yes  No

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

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

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