



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Pitts Enterprises, Inc., 5734 Pittsview Highway, Pittsview, AL 36871 (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.

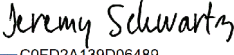
## **22. CANCELLATION**


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

Pitts Enterprises, Inc.

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

DocuSigned by:  
  
0AB67446A75B40F...  
By: \_\_\_\_\_  
Barry Freifeld  
Title: Vice President of Sales  
12/15/2022 | 3:40 PM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
12/15/2022 | 3:43 PM CST  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Pitts Enterprises., Inc.  
Address: 5734 Pittsview Highway  
Pittsview , AL 36871  
Contact: Barry Freifeld  
Email: barry@pittstrailers.com  
Phone: 757-777-5228  
Fax: 334-855-3507  
HST#: 630703410

## Submission Details

Created On: Thursday August 11, 2022 07:18:55  
Submitted On: Thursday September 29, 2022 15:50:53  
Submitted By: Barry Freifeld  
Email: barry@pittstrailers.com  
Transaction #: e67ad7af-fe33-4c4f-a551-f23b7c6bcba0  
Submitter's IP Address: 68.10.120.35

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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):<br>(In the event of award, will execute the resulting contract as "Supplier")   | Pitts Enterprises<br>(Identified as Pitts in responses below)  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | Pitts Trailers, Pitts Heavy Haul, Dorsey Intermodal  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | Pitts Trailers, Pitts Heavy Haul, Dorsey Intermodal  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | Our Cage Code 1VEH8, NAICS 336212, SIC 3715<br>SAM # is NB62KGQJ1ZA9   |
| 5         | Proposer Physical Address:   | Pitts Enterprises<br>5734 Pittsview Highway, Pittsview, AL, 36871  |
| 6         | Proposer website address (or addresses):   | www.pittstrailers.com and www.dorseyintermodal.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): | Barry Freifeld, Vice President of Sales, 5734 Pittsview Highway, Pittsview,AL, 36871, barry@pittstrailers.com, (757)227-4922.  |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | John Gayle, Business Development Manager, 5734 Pittsview Highway, Pittsview, AL, 36871, john@pittstrailers.com, (205)451-8979. |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | JP Pierson, President 5734 Pittsview Highway, Pittsview, AL, 36871, jp@pittstrailers.com, (800)321-8073 ext 210.               |

**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>Pitts Enterprises History</p> <p>Background:</p> <p>Pitts Trailers has been synonymous with innovation, performance, durability, and value since 1976. A division of Pitts Enterprises Inc., we are a top-10 trailer manufacturer in the U.S., continually growing to meet our customers' needs.</p> <p>Beginning:</p> <p>Pitts was founded in 1976. Andrew Pitts found his hometown, Pittsview, Alabama, the perfect place for growing a business. The first log trailer built in 1976 with the logo "Bulldog Trailers" was only the beginning of a growing log trailer manufacturing company.</p> <p>With the quality and versatility of the Pitts trailers, Pitts became the known source for durable and high-performing timber hauling Logging trailers and equipment hauling lowboy trailers. Jeff Pitts, Andrew's son, joined the company in 1982. He became president upon Andrew's retirement in 1997. Under Jeff's leadership, the sales approach of Pitts Trailers pivoted from a regional trailer provider to a dealer-based national brand with trailers sold across the country and internationally. In</p> |

2002, after 20 years with the company, Jeff Pitts bought the operation from his father. Pitts Trailers continued to grow. Andrew Pitts continued to serve on the Board of Directors until his passing in 2021 at 96. Jeff continues serving as the Board's Director and Chief Executive Officer. Since leading the company, Jeff and Pitts Enterprises have seen the company experience multiple expansions. Under Jeff's leadership Dorsey Trailer out of Elba, AL, was resurrected from bankruptcy in 2007 and is now one of the fastest-growing platform manufacturers in the country. Pitts created two new trailer divisions: Dorsey Intermodal in 2016 and Pitts Heavy Haul in 2018. Pitts Trailers, Pitts Heavy Haul, and Dorsey Intermodal are based in a 400,000 sq ft production facility in Pittsview, AL

Pitts Trailers is the world's largest and only complete line forestry manufacturer, moving the forestry transportation market forward with its pioneering log trailers and hydraulic elevating trailers with crawler suspension for knuckle boom loaders. For over 20 years. Pitts has been the top producer of Forestry trailers in the U.S.

Pitts Heavy Haul is an industry-leading construction trailer manufacturer. Its premier heavy haul trailer line offers hydraulic removable neck lowboys, rear-loading fixed neck lowboys, and a full range of tag-along equipment hauling trailers. Pitts Heavy Haul is consistently a top 5 lowboy producer in the U.S.

Dorsey Intermodal is a premier provider of 40' Gooseneck chassis along with other popular domestic and marine intermodal models. Dorsey Intermodal specializes in working with mobile power solution companies to provide premium chassis to mate with large generator systems. Based in Pittsview, AL, we are within 300 miles of four major ports and 500 miles of three more.

1994 - Pitts Trailers introduced the LOADPAYIN' series forestry log trailer. Pitts pioneered this lightweight, durable, and most reliable log trailer providing our customers the ability to haul more wood per load. Modeled after the fabricated I-Beam mainframe design of commercial flatbed trailers, The LOADPAYIN series forestry trailer would prove to be the first of many innovative solutions to move Pitts Trailers to become a premier trailer manufacturer in the U.S.

1998 - Pitts Trailers introduced the ULTRA LOADPAYIN' series forestry log trailer. Pitts expanded on the success of the LOADPAYIN' series forestry trailer and continued to drive lightweight, high-strength material usage combined with innovative design to reduce the trailer's tare weight further, thereby increasing its payload and the end users' return on investment.

2007 - Pitts Enterprises acquires Dorsey Trailer in Elba, AL. Dorsey Trailer was founded in 1911. For decades Dorsey was one of the largest trailer manufacturers in the U.S. In the late 1990s, and Early 2000's Dorsey fell on hard times due to natural disasters and management issues. Pitts' acquisition in late 2007 came at an exciting but trying time as the country headed into the great recession. Pitts Enterprises showed great fortitude and partnership between our facilities as we weathered the storm and came out the other side with Dorsey Trailer as a premium, high-volume platform trailer manufacturer. Today, Dorsey is an industry leader in commercial Aluminum, Combo, and Steel flatbed and drop deck platform trailer manufacturing

2013 – Pitts Trailers introduces the Contender Series Hydraulic Detachable Neck Lowboy. Pitts had been producing the hydraulic removable neck lowboy since the mid-1990s. The introduction of the Contender Series was an overhaul of a proven design to maximize ease of use and improve performance through concentrated load rating improvements, safety factor improvements and tare weight reductions. The Contender Series Hydraulic Detachable Lowboys are now the torch bearer product offering for Pitts Heavy Haul.

2014 - Pitts Enterprises rewards employees with a stock ownership plan, giving them a personal investment in the company and a voice to its employees, increasing employee inclusion and commitment to quality and success.

2015 – Pitts Trailers introduces the Custom Deluxe Series Fixed Neck Rear Loading Lowboy. Pitts had been producing the fixed neck rear loading lowboy since the late 1970s. The introduction of the Custom Deluxe Series was an overhaul of a proven design to maximize ease of use and improve performance by utilizing a (4) Pre-cambered Fabricated beam design to improve concentrated load rating improvements, safety factor improvements, and tare weight reductions. The Custom Deluxe Series Fixed Neck Rear Loading Lowboys are now the most popular rear-loading lowboy in the U.S.

2016 - Pitts Enterprises expands its offering to support the intermodal chassis

market. With the introduction of Dorsey Intermodal, Pitts Enterprises can offer our customers any model container chassis ranging from standard 20' and 40' Chassis to combo chassis with the ability to deliver directly to any location or port.

2018 - Pitts Enterprises, although in the heavy haul sector of the market, decided to create a heavy haul division to develop and support this market sector with products and innovation necessary to meet the customer requirements. Along with its newly created divisions, Pitts Enterprises continued to expand its production capabilities as product demand increased. This expansion came from a new 25,000-square-foot facility dedicated solely to log trailers.

2020 - Pitts Enterprises adds a second 25,000-square-foot facility for its Dorsey Intermodal division. Dorsey Intermodal can now provide the market with over 10,000 chassis annually.

2022 - Pitts Enterprises invests in state-of-the-art technology with the first of many laser cutting stations and robotic welding cells. The installation of this type of equipment allows for decreased tolerances, thus increasing precision when cutting parts. Robotic welding provides for consistent weld penetration, thus improving Pitts' already outstanding quality of our products.

#### Stability of Pitts Enterprises

Pitts Enterprises is a very successful organization with the strength and commitment to our customers that surpasses any other trailer suppliers.

Pitts Enterprises is one of the largest trailer manufacturing companies in the U.S. Pitts Enterprises is a diversified manufacturing company serving the forestry, construction, transportation, rental, intermodal, military, and specialized markets. We continue to grow our market share in these areas as we expand into strategic markets, always keeping within our core competencies.

#### Pitts Enterprises Strength

Pitts Enterprise's real strength is its people and commitment to delivering solutions to our customers' most challenging hauling requirements. We accomplish this through unequalled quality and;

- Designs to meet our customer's toughest requirements
- Continuous improvement programs
- Delivering the highest quality
- Constantly developing and improving its process parameters
- A team dedicated to continuous improvement
- Quality is synonymous with Pitts Enterprises
- Low warranty claims – Do it right the first time
- Unsurpassed customer service

#### Customer Support During and After the Sale

Pitts Enterprises invests in providing our customers with a fully trained and professional sales staff.

- Direct Sales Professionals
- Product Support Managers
- Focused on:
  - Solution development
  - Product design
  - Trailer optimization

#### Customer Service/Technical Support

- Customer Service Professionals
- Supporting our customers
  - Day-to-Day Questions
  - Change Orders
  - Scheduling
  - Warranty
  - Part Sales

Pitts Enterprises has developed a network of authorized dealers to support our customers further. Our dealers provide:

- Local Support
- Stocking of Pitts trailers
- Spare parts
- Authorized repairs

#### Designed in Quality, Performance, and Innovation

- Pitts Enterprises is committed to providing our customers with the most innovative trailers at the lowest possible cost
- We accomplish this with a team of engineers who listen to our customers and build products to meet their requirements

Quality is a significant key to our success

- Manufactured with U.S. Steel
- Built to the highest quality standards
- Constantly developing and improving its process parameters



|    |  |  |   |
|----|--|--|---|
|    |  | <ul style="list-style-type: none"> <li>• A team dedicated to continuous improvement</li> <li>• Using name brand components</li> <li>• Less than 0.5% warranty claims</li> </ul> <p>In Conclusion<br/>Pitts Enterprises' core values remain constant from its humble start in 1976 to its present position as a valued supplier to its many industries. For starters, Pitts Enterprises will always strive to lead the way in the trailer industry, delivering trailers that are engineered and manufactured to the highest standards of quality, performance, and reliability. Additionally, Pitts Enterprises will continue to actively participate in organizations whose missions are to elevate the trailer industry and its related industries to new levels of innovation, professionalism, and integrity. Furthermore, as it has through all of these years, Pitts Enterprises will continue to value "the human element" of doing business and treat its employees, dealers, customers, vendors, and, yes, even competitors with respect, honesty, and goodwill.</p> <p>In the words of our founder, Andrew Pitts, "The best way to build a good product is to listen to what the customer needs."</p>   |   |
| 11 | What are your company's expectations in the event of an award?   | Pitts sees several benefits in being awarded a Sourcewell contract, but the two major points that we see are:<br>Pitts' expectation, if awarded a contract, is to increase sales in the local governmental markets through the promotion of a Sourcewell-Pitts partnership. In addition, as many of our dealers currently call on local governmental agencies, the addition of the Sourcewell partnership will allow our dealers to sell to Sourcewell Members, eliminating the bidding process.   | * |
| 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.   | Pitts is a privately held company and we do not provide financial information outside our organization. We have provided reference letters showing the financial stability of our organization for your review. See attachment in "Financial Strength and Stability" section   | * |
| 13 | What is your US market share for the solutions that you are proposing?   | Pitts Enterprises was ranked the 11th largest trailer manufacturer in the country in 2021. This ranking includes all trailer models offered in the US. If you compare Pitts to other manufacturers building similar products, Pitts consistently ranks in the top two in its respective market(s). Pitts currently has approximately a 19% market share when considering the proposed solutions in this RFP.   | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?   | Pitts supports the Canadian market through authorized distributors. This is an emerging market for Pitts, which we will continue to focus on and grow. With Pitts's current representation in the Canadian market, this growth will expand through the implementation of a Pitts-Sourcewell contract.  | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No.  | * |
| 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.<br>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?<br>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? | 16b best describes our organization<br><br>Pitts is a manufacturer whose sales and services are represented through its independent authorized dealers as well as on a direct basis. Each dealer is independent of Pitts and authorized to support, promote and sell Pitts through a written dealer agreement. Pitts dealers are assigned a geographic territory with leads and support provided through Pitts to maximize market share in the assigned area of responsibility. The Pitts sales, customer service, and engineering departments work directly with our dealers and customers to understand the customer's requirements and provide them with the best possible hauling solution, to meet their needs. The Pitts sales force works directly in the field with its dealers to support the identification of opportunities and selection of the correct product to meet the customer hauling needs. Our sales team is also responsible for proper product training and developing marketing programs.<br><br>Preventive maintenance on our trailers can be performed by our authorized dealers or Soucewell Members can do their own maintenance. In the event that there is an issue requiring warranty service, the Pitts team along with our dealers will evaluate the situation and develop a root cause and corrective action to get the trailer back in service. | * |

|    |   |  |   |
|----|---|--|---|
| 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. | <p>- We carry licenses to do business in the following states: Alabama, Louisiana, Virginia, and California. These licenses are required by these states to do business with them.</p> <p>-We're a Russell County business. Dealers license in Alabama. Licensing in the above-mentioned states.</p> <p>-Approved Caterpillar supplier which entailed meeting CATs APQP standards.</p> <p>-Approved GSA supplier, see question 23.</p> <p>-Licensed Professional Engineers for design analysis.</p> <p>-Welders are trained to AWS D1.1 standards.</p> | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | Pitts has never been suspended or disbarred.   | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>-Pitts has consistently been recognized as one of the top 12 trailer manufacturers in the country by Trailers Body Builders, ranking (11th) in 2021.</p> <p>-In its respective industries, Pitts ranks 2nd largest manufacturer in vocational trailers.</p> <p>-Sole source Caterpillar supplier for the past five years.</p> <p>-Sole source Weiler Forestry supplier for the past three years.</p> | * |
| 20        | What percentage of your sales are to the governmental sector in the past three years   | Pitts sells to the US government through GSA contracts and dealers. and represents approximately 10% of our business. We also sell our trailers through our distribution partners to various governmental agencies. It is very difficult to put an actual % on this business.   | * |
| 21        | What percentage of your sales are to the education sector in the past three years  | This sector is supported by Pitts through its dealer network and therefore an accurate percentage is difficult to obtain at this time. This is one area Pitts feels having the Sourcewell partnership will provide both parties the ability to grow this sector.  | * |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>These are some of the programs carried out by our dealers representing Pitts.</p> <p>Florida Sheriffs Association -\$580,000</p> <p>Commonwealth of Kentucky Master Agreement- \$275,000</p> <p>Association of County Commission of Alabama (ACCA) Joint county Bid Program-\$949,000</p> <p>Omni Partners through Carter Machinery - \$1,108,000</p>  | * |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Our authorized dealer who represents Pitts Enterprises for Government solicitation supports promotes and sells Pitts trailers under their GSA contract # 47QMCA18D000G.   | * |

**Table 4: References/Testimonials**

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

| Entity Name *                                     | Contact Name *     | Phone Number * |   |
|---|--------------------|----------------|---|
| City of Virginia Beach                            | Sidney D Lowe, Jr. | 757-419-9560   | * |
| State of Illinois                                 | Brett Barnes       | 217-785-8912   | * |
| Association of County Commission of Alabama, ACCA | Patrick McDougal   | 334-360-2846   | * |

**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 * |
|--|---------------|--------------------|--|------------------------|----------------------------------|
| Government Agencies                      | Government    | Mississippi - MS   | Supplied various trailer for specific programs to US Government - Air Force, Customs and Border, Dept of Energy, DLA DDC, Forestry Services, GSA, National Guard, Navy, USMC<br>There was not one state that these programs were generated from they were all over the country as well as overseas | 323                    | \$13,500,000                     |
| Virginia Municipalities<br>Omni Partners | Government    | Virginia - VA      | Supplied various trailer for specific programs Various VA municipal contracts (VDOT, City of Virginia Beach, City of Newport News, City of Norfolk, Chesapeake Bay Bridge/Tunnel.  | 55                     | \$1,450,000                      |
| FEMA                                     | Government    | Texas - TX         | Disaster relief Delivered to TX, CA MD, GA.  | 295                    | \$4,425,000                      |
| ACCA                                     | Government    | Alabama - AL       | Supplied various trailer for specific programs   | 18                     | \$949,000                        |
| Florida Sheriffs Association             | Government    | Florida - FL       | Supplied various trailer for specific programs   | 12                     | \$580,000                        |

**Table 6: Ability to Sell and Deliver Service**

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

| Line Item | Question     | Response *  |
|-----------|--------------|---|
| 26        | Sales force. | <p>Pitts has a direct salesforce that is responsible for the growth and support of our business. The majority of our sales are driven through our network of authorized dealers. Our sales team supports the growth of our dealers through direct sales support, product training, marketing, development of promotional programs, and service support. Pitts also works directly with dealer principles to develop yearly business plans for continued growth. This program will be utilized to support and generate plans for Sourcewell's business growth.</p> <p>Pitts has authorized dealer representation across the country. Authorized Pitts dealers are trained and well versed in the Pitts product offerings, thus creating an extension of the Pitts sales force. Most dealers have an extensive history with Pitts products. Along with our veteran dealers, Pitts representatives will train and help new customers become familiar with our products and the proper operations of the trailers, allowing for maximum utilization in the shortest amount of time. This would mean if a Sourcewell Member were to have questions or need additional insight into the operation or technicalities of a trailer, there are resources via dealers, Pitts training in person and or online, digital conference calls(facetime on sight to diagnose any questions), zoom meetings, etc. Sourcewell Members will receive proper operational training on their new Pitts trailers. Should further questions arise, Pitts will be there every step of the way to ensure Sourcewell Members fully understand how to operate their new trailer and maximize their utilization.</p> |

|    |   |   |   |
|----|---|---|---|
| 27 | Dealer network or other distribution methods.   | Pitts has nationally recognized partnerships established through 152 branches stocking dealers and major accounts that are sold directly. Pitts truly recognizes the value of dealer partnership. For this reason, our philosophy on dealer selections and placement is strategic for growth. As Sourcewell does not select every vendor for their program, Pitts uses a similar methodology when selecting a dealer for a specific market. This provides us with better mindshare with our dealer partners and promotes faster market share growth. These partnerships allow for various avenues for customers to explore options to obtain Pitts products. As an authorized Pitts dealer, in addition to sales, stocking, and supporting our product line, Pitts meets with our dealer principles on a yearly basis to develop a formal business plan for growth and holds, at minimum, quarterly meetings to ensure annual plans are on track. In addition, we have partners who solely support governmental sales and directly support Pitts products for GSA and other solicitations. If selected, the Sourcewell program will be an integral part of this business planning.  | * |
| 28 | Service force.  | One of the requirements for the Pitts dealer network is that trailer serviceability must be an option to be a partner. In the event that a Sourcewell Member is in a location where there is not a Pitts dealer, Pitts will work directly with the Sourcewell Member to locate the closest service station. To assist in the serviceability of our trailers Pitts provides its dealer network with direct and indirect support in troubleshooting the root cause and formulating a corrective action plan. Pitts is also partnered with Downtime Fleet Management for trailer serviceability. Should a Sourcewell Member need roadside assistance, Pitts team will work directly with Sourcewell Members to coordinate Downtime's service. Downtime is able to provide 24/7 contract service for all trailer needs.   | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | <p>Pitts representatives work with our customers either directly or in conjunction with our dealers to determine the proper trailer selection and options for the Sourcewell Member. Once this is accomplished a quote is generated by Pitts based on the agreed-upon specifications. The pricing will be based on the negotiated Sourcewell contract. If the quote is accepted and a PO is issued either directly to Pitts or to one of our authorized dealers the process is the same. The order will be processed by Pitts, and a Vin # is generated and assigned to the unit. At that time an estimated completion date is developed. The sales order acknowledgment is then sent back to the Sourcewell Member either directly from Pitts or through our dealer. This document is confirmation of the trailer specifications based on the quote, negotiated pricing, vin number, and estimated completion date assigned. Pitts will request a signed copy of this acknowledgment be sent back from the Sourcewell Member confirming all specifications, options and pricing is correct. The Sourcewell Member will receive progress reports on a regular basis.</p> <p>Pitts has a procedure in place that will track all orders that are processed with a Sourcewell Member. If the inquiry is generated through our dealer network the dealer will be required to specify the customer name and indicate that it is a Sourcewell Member. We will then verify the member and provide a contract price for this inquiry. This will allow accurate reporting to Sourcewell on actual sales of Pitts products to Sourcewell Members.</p> | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Pitts is committed to supplying its customers with exceptional customer service and support before, during, and long after the sale. Our sales team is the first line of communication with our customers. They in turn determine what resources need to be applied to each situation and get the appropriate department involved to bring the inquiry to a successful resolution.</p> <p>Our goal is to either handle the inquiry immediately. If additional time is required, we communicate with our customers keeping them informed of the progress of their inquiry and an estimated time to answer their questions. We apply this philosophy to all departments at Pitts from management, sales, warranty, parts, engineering, and production.</p> <p>An example;<br/>When an inquiry comes into Pitts it is routed to the sales department. If the questions can be satisfactorily answered at this level the inquiry is closed. If it needs to get to another department ie. warranty the call will then be transferred and the warranty department will handle supporting the call to a satisfactory conclusion. Depending on the situation this may take time to investigate the root cause of the issue and develop a proper corrective action plan. Most inquiries are closed within a 24-hour period.</p>   | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.  | Pitts looks to be of service to Sourcewell in the form of being able to provide Sourcewell and its United States members with a partner who is currently involved in multiple trailers industries, nationwide. The diversity of our product line eliminates the need for Sourcewell Members to search and source from various suppliers. Through the partnership, Sourcewell Members will be offered Pitts' consultative services which have been utilized in a wide range of markets for decades. This service is in place on an as-needed basis to ensure proper trailer selection to meet customers' specific needs. Pitts' goal is to be recognized by Sourcewell Members as an integral member of their team, providing solutions to their hauling requirements, not just selling them a trailer.  | * |

|    |  |   |   |
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| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Pitts looks to be of service to Sourcewell in the form of being able to provide Sourcewell and its Canadian members with a partner who is currently involved in multiple trailers industries, nationwide. The diversity of our product line eliminates the need for Sourcewell Members to search and source from various suppliers. Through the partnership, Sourcewell Members will be offered Pitts' consultative services which have been utilized in a wide range of markets for decades. This service is in place on an as-needed basis to ensure proper trailer selection to meet customers' specific needs. Pitts' goal is to be recognized by Sourcewell Members as an integral member of their team, providing solutions to their hauling requirements, not just selling them a trailer. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | None  | * |
| 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? | None  | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | None.<br>Pitts has extensive experience working with port authorities and government contracts to ship globally. We have no restrictions or contractual requirements to support the sales of Pitts products to Hawaii and Alaska and in US Territories.   | * |

**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. | <p>Sourcewell will be supported through our extensive marketing programs, Our marketing team is fully equipped to promote the Sourcewell contract through multiple platforms. (Pitts website, social media(all platforms), dealer-targeted advertising campaigns, etc.).</p> <p>Pitts will be working with our dealer network to provide them with the tools and training to fully integrate and support the sale of Pitts products to their governmental customers through the Sourcewell program.</p> <p>Pitts utilizes customer-specific physical and digital literature that will be distributed to all dealers and customers who request information from Pitts. The literature would show the Sourcewell logo, Dealer logo, and Pitts logo.</p> <p>Pitts will also spotlight Sourcewell Members, via social media platforms, to recognize their feedback/ testimonials of their purchased products as well as give a shout-out to the Sourcewell member's company.</p> <p>See examples in Marketing Addendum<br/>Pitts Perspective<br/>Third-Party Testimonial<br/>Custom Dealer Brochure Adding Sourcewell Logo (proposed example)<br/>Proposed Sourcewell Brochure (proposed example)<br/>Social Media TikTok post example</p> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>As mentioned above, Pitts utilizes all social media platforms to promote partnerships. In addition to the use of social media, Pitts also uses Aletheia to increase internet presence via pre-rolled video, paid google searches, etc. This ensures maximum publicity for Sourcewell and its members during internet campaigns and promotions. We will use these resources to directly promote Pitts as an approved supplier of Sourcewell to all Sourcewell affiliations.</p>  |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>Sourcewell's role, in our view of promotion, is to continue to grow the Sourcewell membership by providing more opportunities to its vendors/partners. A Sourcewell contract award would allow Pitts the ability to further build on its goal of creating a seamless business experience for our dealers and Sourcewell Members (customers). Providing our dealers and Sourcewell Members with the ability to focus on their top priority, their businesses, by eliminating the copious amount of time spent having to develop and solicit bids for their trailer needs.</p> <p>Promoting the fact that Pitts is an authorized Sourcewell vendor to our dealers and through our marketing efforts will allow a growth of the business that can be otherwise missed due to the arduous requirements of their current bidding practices. The majority of our dealers directly support and currently bid on local governmental entities. With the Sourcewell approval of Pitts, we will see significant growth for all three parties; Sourcewell, Dealers, and Pitts.</p>  |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Pitts is not currently set up to accept e-procurement ordering. That being said, Pitts takes great pride in ensuring that Sourcewell Members and Pitts customers, in general, receive equipment that will work best for their specific needs/applications. In order for this to be done properly and ensure total satisfaction, a consultative evaluation is suggested to make sure proper equipment selection is made on an application-by-application basis. Since these evaluations may differ from customer to customer, Pitts does not suggest a Sourcewell Member just purchase a trailer through an e-procurement process. However, some authorized Pitts dealers offer online purchases of equipment.</p>   |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>Pitts offers product training on all Pitts products. Training is standard on units purchased from Pitts and its dealers, free of charge. In addition to the training offered by dealers, should Sourcewell or any of its members have any questions or require additional training or support, Pitts has resources to provide on sight or digital training on Pitts products. Pitts also offers vendor training throughout parts of the year where vendors will come and train customers and employees on the functions and installation of various components on Pitts trailers. These services are free of charge.</p> |



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|----|---|---|
| 41 | Describe any technological advances that your proposed products or services offer.  | <p>Pitts is committed to providing our customers with the most up-to-date technology to meet their ever-changing requirements. Pitts utilizes the voice of the customer (VOC) to identify areas of improvement or trends in the market which can affect the current designs of our trailers. This allows Pitts to be proactive in our development of new trailers and technology. As the equipment is getting heavier and bigger, we work with OEMs to understand the next generation of equipment and what it will take to transport it. This ensures that we will have a hauling solution for this equipment before it is introduced into the market.</p> <ul style="list-style-type: none"> <li>-Pitts offers products that are amongst the lightest, if not the lightest in the market.</li> <li>-Pitts detach lowboys offer anti-shear air, electric and hydraulic connections.</li> <li>-Pitts forestry equipment offers patented landing gear options that allow for the connecting rods to be actuated and engaged/ disengaged from one side of the trailer.</li> <li>-Pitts loader equipment has the option of the Crawler suspension to prevent rollovers in the field.</li> <li>-Pitts has recently moved from plasma to automated laser cutting tables and robotics. This ensures maximum efficiency in part cutting tolerances, minimizes drop, and increases production precision on the line.</li> <li>-The use of engineered steel (T-1) provides lighter weight and stronger assembly.</li> <li>-Engineering &amp; Design team</li> <li>2D &amp; 3D design modeling</li> <li>Advance Product Quality Planning (APQP) – <ul style="list-style-type: none"> <li>FEA – Finite Element Analysis</li> <li>FMEA – Failure Mode &amp; Effects Analysis</li> <li>DFMA – Design for Manufacturing Assembly</li> </ul> </li> <li>Process workflow diagram &amp; process maps <ul style="list-style-type: none"> <li>Air and electrical routing</li> <li>Control plans for production teams</li> </ul> </li> <li>Continuous product improvement programs</li> <li>In-house &amp; field testing</li> <li>Engineers communicate directly with the customer to clarify their requirements if needed</li> </ul> |
| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | <p>Pitts has implemented various features to its product offerings that aid in the reduction of greenhouse gasses. Examples of these would be the use of:</p> <ul style="list-style-type: none"> <li>-Pitts incorporates a recycling program for all drop steel and wood.</li> <li>-Pitts contracts and heavily utilizes six sigma certified black belt consultants in its effort to reduce waste.</li> <li>-Organic blast material is used before painting. The blast media used reduces the amount of debris released into the atmosphere, while also allowing the beads used during blast to be recycled and used numerous times. The blast media is also natural and does not contain any harmful chemicals that would otherwise harm the environment or employees.</li> <li>-PSI tire inflation option on all models of its trailers. The PSI system ensures that tires remain inflated throughout transportation, thus reducing drag and increasing gas mileage for trucks when hauling heavy loads.</li> <li>-Low Rolling Resistance Tires</li> <li>-Low VOC paint</li> <li>-Electric over hydraulic systems in lieu of full hydraulics.</li> <li>-Converted lights in the facility to LED</li> </ul> <p>Pitts has many partners that, together, are working towards the goal of a green supply chain.</p>   |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Pitts does not have any eco-labels, ratings or certification</p>   |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>We use an outside marketing company, 62 Graphics which is a small business, woman-owned business.<br/>We contract with Phoenix Systems for trailer delivery which is a small business, veteran-woman owned.</p>  |



|    |  |   |   |
|----|--|---|---|
| 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? | <ul style="list-style-type: none"> <li>-Premium products and componentry.</li> <li>-Introduction of robotics as well as the use of six sigma and lean manufacturing practices.</li> <li>-US Steel only.Utilization of high-grade steel-(T-1).</li> <li>-Lowest cost of ownership across all product offerings, in the country.</li> <li>-Industry-leading 0.5% warranty claims, annually.</li> <li>-Design safety factors exceed 2:1 and in high-stress areas exceed 10:1. Verified through FEA and Licensed Engineers.</li> <li>-Diverse product offerings across many markets.</li> <li>-Direct customer service communication with Pitts sales, parts, and warranty</li> <li>-Provide load distribution analysis to ensure proper equipment placement as well as trailer equipment selection.</li> </ul> | * |
|----|--|---|---|

### 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?  | <p>Pitts products, parts, and labor are all covered under Pitts' limited warranty. Warranty claims must be approved by Pitts prior to work being done. All componentry warranties are left up to the component manufacturers but managed by and through Pitts. -Approved warranties cover parts and labor.</p> <p>See the attached warranty document for further explanation.</p>   | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | <p>Yes. Pitts' warranty covers anything deemed a true defect in craftsmanship or componentry. A product would be considered warrantable if the owner experiences a failure of any aspect of the trailer as long as the trailer was being operated under the limitations of the unit's capabilities. The customer must report defects that are within the warranty window. Any modifications to the unit without the written consent of Pitts will completely void any warranty. As well, the trailers are rated for specific load capabilities. In the event these capabilities are exceeded, the warranty is then considered void.</p> | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | <p>No. Pitts requires warranties to be performed by an authorized dealer within its dealer network. In the event that a Sourcewell Member is not near an authorized dealer, Pitts will work with the Sourcewell Member to find a repair facility. Repair facilities outside of the Pitts dealer network must be pre-approved by Pitts before work is performed on the unit</p>  | * |
| 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? | None  | * |
| 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?  | <p>Warranties pertaining to Pitts will be handled by Pitts. For example, if there is a defect in the form of a component, which is not produced by Pitts, the replacement will be shipped from Pitts and Pitts will handle the warranty of the component with the specific supplier. This procedure falls in the above customer service tab to ensure dealers and Sourcewell Members are not held up more than needed on a warranty topic.</p>  | * |
| 51        | What are your proposed exchange and return programs and policies?   | <p>No program is available directly through Pitts. Trade-in or buy-back options would be handled in the dealer network for Sourcewell Members. As mentioned in the above questions, Pitts will do everything it can to ensure the unit being quoted will meet or exceed the customer's needs and expectations.</p>  | * |
| 52        | Describe any service contract options for the items included in your proposal.  | <p>Pitts does not offer service contracts. However, Pitts' dealer network will work with Sourcewell Members to provide a service contract if required.</p>  | * |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 53        | Describe your payment terms and accepted payment methods.  | Pitts' standard payment terms are Net 30 days. This coincides with Pitts' dealer network as well.<br>Pitts accepts the following payment methods:<br>-ACH<br>-Wire<br>-Credit card<br>-Check<br>-Cash  |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.   | Pitts does not offer in-house leasing or financing options. If required, Pitts' authorized dealers can handle leasing and/or financing options for Sourcewell Members.   |
| 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. | Pitts will issue initial quotes on every potential transaction. Once an order is finalized(Signed and returned by Sourcewell Member to Pitts or authorized dealer a sales order acknowledgment detailing the final transaction amount as well as trailer equipment details, including vin number, will be sent back to the proper entity. Sourcewell Members will receive regular notification of trailer status. Invoicing will come from Pitts and or selling dealers.<br><br>If a Soucewell Member chooses to purchase directly from Pitts they will need to be set up in our system which requires documentation. See new customer packet in standard transaction documents.<br><br>MSOs will be issued through dealers when orders are processed through the dealer network. In the event that a Sourcewell Member purchases directly from Pitts, Sourcewell Member will receive MSO directly From Pitts. |
| 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?   | Yes, Pitts will accept P-Card procurement and payment. Yes, there will be an additional cost to use this method.   |

**Table 11: Pricing and Delivery**

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 57        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Pitts pricing is based on an MSRP list price model. Our attached pricing pages provide a full description of our pricing structure including base trailers and options. It also provides a Sourcewell discount for all.<br><br>See Pricing files in Addendum " Price" for details *****Pricing file provided is in excel with hyperlinks to each page for ease of viewing. You may see a note when opening the file about links please click "don't update". The file will open and you can view all information.<br>I also included a PDF version if there are issues this file does not contain the product brochures which can be found in the marketing attachments |
| 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.   | Pitts will provide Sourcewell with a 15% discount off the list (MSRP). This discount will apply to all products and options added to the base trailer offered to Sourcewell members by Pitts. See Pricing files in Addendum " Price" for details.   |
| 59        | Describe any quantity or volume discounts or rebate programs that you offer.   | 1% volume discount on a quantity of 10 or more like products and consecutive build to a single Sourcewell Member  |

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| 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.  | Pitts quotes will outline standard options for the model requested. Any requested custom options will be provided to the Sourcewell Member in a formal quote with the same negotiated discount applied to the requested options.  | * |
| 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. | The price issued by Pitts to Sourcewell Members is the total cost of the trailer with the requested options. Freight charges will be added at completion and are dependent on the actual freight cost to the specified location. Final inspection costs or any other unrealized cost would be on a dealer basis. Units are inspected at Pitts for fit, function, and performance. Any further inspection or setup required by Sourcewell Members would be negotiated between the Sourcewell Member and the Pitts dealer.<br><br>NOTE:<br>The only other additional costs would be state and local taxes, licensing, and Federal Excise Tax(if Sourcewell Member is not FET exempt). Shipping is also not included in the quote, | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Typically, especially in fluid transportation markets, freight is quoted at the time of shipment. Rough estimates can be added into quotes, if requested, but cannot be finalized until the time of shipment. Pitts works with several logistics providers to ensure the Sourcewell Member receives the best possible logistics quote.<br><br>NOTE:<br>-Pitts will negotiate the best transportation price and pass the agreed-upon freight charge, Pitts receives, to Sourcewell Members.<br>-Sourcewell Members may also arrange pickup at Pitts' facility for any units.   | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Pitts currently ships multiple units, globally, on an annual basis. When the need for units to be shipped offshore, Pitts works with its logistics suppliers to provide drivers who have the appropriate credentials to enter ports, units will be properly labeled and layouts for transportation securement will be provided. Logistics suppliers will also coordinate the shipment from port to port and ultimately deliver it to the Sourcewell member. Sourcewell Members will be notified at each stage of shipment, up to and including delivery.  | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | The Pitts logistics and delivery department utilizes multiple shipping options as well as its in-house trucks to ensure that Sourcewell Members are getting the best price/ value possible for their delivery needs. Pitts ships hundreds of trailers weekly ranging from end users to dealers across the nation and globe. With this volume and range of customer shipments, Pitts is positioned to provide the best possible shipping solution and cost for Sourcewell Members,   | * |

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. | Pitts has programs in place that will identify an opportunity as a Sourcewell Member. When an opportunity is created at Pitts it is logged into our CRM program (if awarded a contract, Pitts will set up a custom pipeline in our CRM to manage and track all Sourcewell opportunities and orders). Prior to quoting an opportunity, we will confirm that the company is a Sourcewell Member. Once confirmed and specs are agreed upon the opportunity will be logged into our CRM and designated as a Sourcewell Member. Our quote system also will have the designation that this is a Sourcewell Member and apply the appropriate Sourcewell negotiated discounts to the quote. Once the quote turns into an order the CRM will continue to track this order as a Sourcewell Member order. All Sourcewell orders will be captured and managed on a dedicated database. When trailers are completed this will generate a Sourcewell completed trailer report that will provide the trailer, Sourcewell member, trailer price, and Sourcewell fee due. On a quarterly basis, this will be sent to accounting for processing and payment to Sourcewell. This process is the same if our dealer is supporting the sale to a Sourcewell Member. |
| 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.  | As outlined above as with all our opportunities they are tracked and managed within our CRM program. This will allow Pitts to track Sourcewell opportunities against the actual close ratio.<br>Our marketing tracking tools will allow Pitts to measure the success of our marketing programs supporting Sourcewell messaging. This will allow Pitts to quickly adjust messaging if needed.<br>Pitts will also be promoting our partnership with Sourcewell through our dealer network.<br>As with any business sector, we will be able to measure our close ratio against the total expense to support the Sourcewell program  |
| 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.)   | Pitts will provide Sourcewell with a 1.5% management fee on all trailers sold, delivered, and paid for by a Sourcewell Member. Pitts will manage all aspects of this through our internal program and pay Sourcewell on a quarterly basis for all trailers delivered and paid for during that time frame.  |

**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.                          | Pitts offers semi-trailers serving the forestry, construction, governmental, commercial, intermodal, military, and Genset markets. This includes but is not limited to log trailers, knuckle boom loaders, fixed neck lowboys, hydraulic detachable lowboys, tag, and container chassis. See attachments providing detailed equipment descriptions; |
| 70        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | None  |

**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<br><input type="radio"/> No | Pitts falls under the category of semi-trailer manufacturer. This includes but is not limited to Lowboys Trailers, Tagalong Trailers, Gooseneck Trailers, Log Trailers, Container Chassis Trailers, Knuckle Boom Loader Trailers, Generator Trailers, Hydraulic RGN Trailers, Fixed Neck Trailers, Rear Loading Trailers, Intermodal Trailers, Pintle Hitch Trailers, Plantation Trailers, |
| 72        | Mobile offices and concessions   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Pitts does not support   |
| 73        | Mobile command stations and incident response  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Pitts does not support   |

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

**Line Item 74. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Price Pages Sourcewell 9-29-22.zip - Thursday September 29, 2022 14:46:11
  - [Financial Strength and Stability](#) - Pitts Financial Strength and Stability.zip - Thursday September 29, 2022 14:03:13
  - [Marketing Plan/Samples](#) - Marketing Plan and Examples.zip - Thursday September 29, 2022 14:01:22
  - [WMBE/MBE/SBE or Related Certificates](#) - WMBE-WBE-SBE or Related Certificates.zip - Thursday September 29, 2022 14:02:47
  - [Warranty Information](#) - Pitts Warranty Information.zip - Thursday September 29, 2022 14:03:43
  - [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday September 29, 2022 15:47:03
  - [Upload Additional Document](#) - Background History 9-22-22.pdf - Thursday September 29, 2022 15:50:00

## 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. - Barry Freifeld, VP Sales , Pitts Enterprises

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><br>Wed September 21 2022 04:26 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_4_Trailers</b><br>Tue September 20 2022 08:40 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_3_Trailers</b><br>Mon September 19 2022 12:24 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_2_Trailers</b><br>Wed September 14 2022 03:50 PM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Trailers</b><br>Tue September 13 2022 07:51 AM | <input checked="" type="checkbox"/>                                | 1     |