

**Solicitation Number: RFP #101221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Thompson Pump and Manufacturing Company, Inc., P.O. Box 291370, 4620 City Center Drive, Port Orange, FL 32129 (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 Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies 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 November 29, 2025, 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 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 Change 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. 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, 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 Agreement 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, stored, used, 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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. 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-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 not 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 an 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.

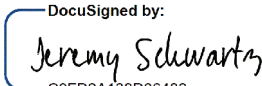
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

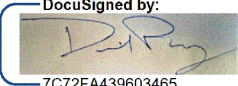
**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

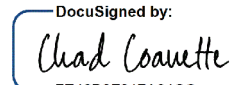
Sourcwell

Thompson Pump and Manufacturing Company, Inc.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/23/2021 | 8:43 PM CST

DocuSigned by:  
  
By: 7C72FA439603465...  
David Perry  
Title: Municipal Sales Manager  
Date: 11/24/2021 | 7:03 AM CST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/24/2021 | 6:46 PM CST

# RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name: Thompson Pump and Manufacturing Company, Inc.  
Does your company conduct business under any other name? If yes, please state: Thompson Pump and Manufacturing Company, Inc.  
Address: 4620 City Center Drive  
Port Orange , FL 32129  
Contact: David Perry  
Email: dperry@thompsonpump.com  
Phone: 386-527-3265  
Fax: 386-761-0362  
HST#: 59-1286389

## Submission Details

Created On: Friday October 08, 2021 15:08:35  
Submitted On: Tuesday October 12, 2021 16:10:44  
Submitted By: David Perry  
Email: dperry@thompsonpump.com  
Transaction #: 6df3f839-0f20-4bc4-9816-db60de5fa611  
Submitter's IP Address: 64.129.215.34

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## Specifications

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

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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | Thompson Pump and Manufacturing Company Inc.  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | N/A   |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | N/A   |
| 4         | Proposer Physical Address:   | P.O. Box 291370<br>4620 City Center Drive<br>Port Orange, FL 32129  |
| 5         | Proposer website address (or addresses):   | www.thompsonpump.com  |
| 6         | 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): | David Perry<br>Municipal Sales Manager<br>4620 City Center Drive<br>Port Orange, FL 32129<br>dperry@thompsonpump.com<br>Mobile: 386-527-3265<br>Main Office: 386-767-7310   |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | David Perry<br>Municipal Sales Manager<br>4620 City Center Drive<br>Port Orange, FL 32129<br>dperry@thompsonpump.com<br>Mobile: 386-527-3265<br>Main Office: 386-767-7310   |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Kelly Seliga<br>TPM Corporate Controller<br>4620 City Center Drive<br>Port Orange, FL 32129<br>kseliga@thompsonpump.com<br>Direct Office: 386-944-4119<br><br>Josh Mackey<br>TPM Inside Sales Manager<br>4620 City Center Drive<br>Port Orange, FL 32129<br>jmackey@thompsonpump.com<br>Direct Office: 386-944-4153<br><br>Bobby Zitzka<br>TPM National Sales Manager<br>4620 City Center Drive<br>Port Orange, FL 32129<br>bzitzka@thompsonpump.com<br>Mobile: 407-448-8734<br>Main Office: 386-944-4192 |

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |  |   |
|----|--|---|
| 9  | 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>Thompson Pump and Manufacturing Company is a family-owned, pump manufacturing company based in Port Orange, FL. Thompson Pump is a full-service pump manufacturer and provider of high quality by-pass, dewatering, and general construction pumps. Thompson Pump also provides pumping equipment accessories and engineering expertise for the toughest emergency pumping applications. Since 1970, Thompson Pump has assisted clients worldwide with pump rentals, sales, service, repair, design, installation and operational support. Thompson Pump partners with local service centers throughout the United States with hundreds of locations nationwide. The company is also aligned with more than 11 distributors and 143 dealers in the United States. 32 distributors in Canada, and more internationally.</p> <p>The company achieved ISO 9001-2015 quality certification for their Port Orange manufacturing facility in 2019.</p> <p>Thompson Pump &amp; Manufacturing Company Inc. is dedicated to designing, developing and producing new and dewatering and construction pump products which define "state of the art" in our industry. We will produce and provide pumping systems of the highest quality, without defects, and will support their use with technical competence and prompt and accurate service.</p> <p>We will earn and maintain the reputation of being the most knowledgeable, reliable and customer supportive company in our industry and we will be good ambassadors to all markets as we become a global supplier of pumps, dewatering equipment and expertise.</p> <p>We will be the type of company for whom local people will want to be employed and we will be good corporate citizens. As such, we will continue to be conscious of our responsibilities toward our community and the environment and our every action with employees, suppliers and customers will be guided by high ethical standards and moral principles. Our employees and representatives will conduct themselves in a professional manner at all times.</p> <p>We believe in dealing professionally, honestly, morally and ethically at all times with our customers, our vendors, our fellow employees and with all those with whom we come in contact.</p> <p>We believe that profit is the result of conducting business properly, efficiently and accurately. Therefore, while we must function profitably in order to operate our business, profit should not be the focal point of our daily activities. It should be the result of performing those activities correctly.</p> <p>We believe that we have the ability to be innovative and creative. Therefore, we will use those talents and capabilities to envision, design, develop and produce top quality products and valuable services that will challenge our employees, enhance our company and benefit our customers, our industry and society in general.</p> <p>We believe in striving constantly to improve our company, the caliber of our employees and the quality of our products. We will not be satisfied with anything less than superior performance.</p> <p>We will be a company for which people want to be employed and with which customers and vendors want to do business. Our company will be a good corporate citizen recognizing our responsibilities to our local communities, our country and to the environment.</p> |
| 10 | What are your company's expectations in the event of an award?   | <p>To expand the scope and availability of heavy-duty, high quality pumps, at a great price, amongst Sourcewell members who have roles within the government, higher education, K-12 education, non-profit, and all other public agencies.</p> <p>As we have for the last 8 years, we hope to develop a high level of trust and commitment with all Sourcewell members by providing products that are customized to the needs all public utilities.</p>   |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | <p>Thompson Pump has been in business since January 28,1970, with annual revenue of \$36 Million in FY2020.</p> <p>Thompson Pump and Manufacturing Company has a current Dunn &amp; Bradstreet credit rating of 4A1.</p> <p>Thompson Pump &amp; Manufacturing Co., Inc. credit references can be obtained by contacting:<br/>Wells Fargo<br/>1 Independent Dr. 9th Floor<br/>Jacksonville, FL 32202<br/>P:(904) 351-7427</p>  |
| 12 | What is your US market share for the solutions that you are proposing?   | Current market share estimate in the US public sector: 10%.   |
| 13 | What is your Canadian market share for the solutions that you are proposing?   | Current market share estimate in Canadian public sector: 5%   |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No.   |
| 15 | 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? | <p>We are a manufacturer with various dealer/distributors who sale our product nationwide and internationally.</p> <p>(a) N/A</p> <p>(b) As an ISO9001:2015 certified pump manufacturer, Thompson Pump &amp; Manufacturing Co., Inc. sells directly to the public sector to provide the best overall value to all Sourcewell members. Thompson Pump also utilizes our expanded distributor-dealer network to promote the value of manufacturer direct, co-operative purchasing, and encourage all municipalities to contact Thompson Pump directly to utilize the Sourcewell contract to streamline purchasing efficiency. All pumps are manufactured at the Thompson Pump location in Port Orange, FL, which is also the location of our corporate headquarters. Municipal customers, contractors, distributors, and dealers all purchase Thompson Pump products through Thompson Pump's sales department employees where pump quoting, purchase orders, and sale orders are processed. Our vast network of distributors and dealers, throughout the country and the world, help to provide Thompson Pump &amp; Manufacturing Co., Inc. with a presence in areas we may not currently have a physical Thompson Pump owned branch location. These dealer/distributor networks act as liaisons. Delivery and freight options are discussed with the customer and can be arranged by Thompson Pump or the customer. We offer multiple freight carrier options direct to the end-user, and/or deliveries to the nearest regional dealer/distributor for customer pick up.</p>  |

|    |   |  |   |
|----|---|--|---|
| 16 | 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. | Thompson Pump & Manufacturing Co., Inc. is a registered corporation in the State of Florida, and is authorized to distribute our products nationally and internationally.<br>Tax I.D. # 59-1286389<br>D & B # 05-339-6529 (4A1)<br>CAGE code: 9U118<br>ISO9001-2015 quality certification<br>Browz Member for safety compliance<br>Not Applicable to 3rd parties or subcontractors | * |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | N/A  | * |

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

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <ul style="list-style-type: none"> <li>• Volusia County Manufacturers Association has awarded our company:               <ul style="list-style-type: none"> <li>a) Green Award- 2012</li> <li>b) Exporter of The Year- 2011</li> <li>c) Manufacturer of The Year- 2006</li> </ul> </li> <li>• Rental Equipment Register (RER) 100- 2012</li> <li>• Blue Chip Enterprise Award</li> </ul> | * |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | Approximately 30% of Thompson Pump & Manufacturing Co., Inc. national sales are to a government entity or the end-user of the pump is a government entity.   | * |
| 20        | What percentage of your sales are to the education sector in the past three years  | Since most public school districts do not manage their own water and/or waste water utilities, we do not have any sales data for the education sector.   | * |
| 21        | 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?          | In addition to our current Sourcewell contract, Thompson Pump & Manufacturing Co., Inc. currently participates in GSA (Approx. \$1.8 Million) Florida Sheriffs Association (\$12 Million), Virginia Sheriffs Association (\$0), North Carolina Sheriffs Association (\$50K)  | * |
| 22        | 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? | Thompson Pump & Manufacturing Co., Inc. has one GSA contract: GS-07F-0140V. Approx, \$1.8 Million  | * |

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *   | Contact Name *     | Phone Number * |   |
|---|--------------------|----------------|---|
| City of North Port Utilities<br>6644 W. Price Blvd.<br>North Port, FL 34291       | Tom Davel          | 941-628-0778   | * |
| Orange County Utilities<br>8100 Presidents Drive<br>Orlando, FL 32819             | Nathaniel Haney    | 407-836-6990   | * |
| Palm Beach County WUD- O&M<br>8100 Forest Hill Blvd.<br>West Palm Beach, FL 33413 | Gerardo Castellano | 561-493-6033   | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** 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 * |   |
|------------------------------|---------------|--------------------|---|------------------------|----------------------------------|---|
| Orange County Utilities      | Government    | Florida - FL       | Various 8", 6", and 4" Portable and Stationary Emergency Pumps for Waste Water By-Pass, and various 8" and 6" Portable Dewatering pumps | Average \$300K per PO  | \$3,000,000.00                   | * |
| Palm Beach County Utilities  | Government    | Florida - FL       | Various 18", 12", 8", 6", and 4" Portable Emergency Pumps for Waste Water By-Pass.  | Average \$150K per PO  | \$1,800,000.00                   | * |
| City of North Port Utilities | Government    | Florida - FL       | Portable and stationary 4" and 6" by-pass pumps. Stationary pumps for lift stations- installed by the contractor                        | Average \$215K per PO  | \$1,200,000.00                   | * |
| Collier County Utilities     | Government    | Florida - FL       | 4" and 6" Stationary By-Pass Pumps- installed by local contractors  | Average \$75K per PO   | \$950,000.00                     | * |
| City of St. Cloud            | Government    | Florida - FL       | Various customized stationary by-pass pumps for lift stations- installed by contractors   | Average \$65K per PO   | \$950,000.00                     | * |

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

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

| Line Item | Question                                      | Response *   |
|-----------|---|--|
| 25        | Sales force.                                  | <ul style="list-style-type: none"> <li>• 105 full-time employees as of Sept. 2021</li> <li>• 94 of those employees work locally (in Volusia County/Port Orange)</li> <li>• 12 of the local employees travel regularly to other regions of the US.</li> <li>• 15 local and remote employees work within the Sales/Marketing dept.</li> <li>• 4 of those employees travel internationally for Sales</li> </ul>   |
| 26        | Dealer network or other distribution methods. | <p>Thompson Pump Distributors:</p> <p>CONTRACTOR SOLUTIONS LLC 5325 NW 2ND AVE DES MOINES IA (515) 265-7368<br/> ECS RENTALS LLC 35 KISCONA RD MOUNT KISCO NY (845)598-5018<br/> FLINT POWER 1204 BLAYLOCK ST ALBANY GA (800) 821-4025<br/> FLORIDA PUMPING SOLUTIONS INC 50 ELLIS ST STE 209 ST AUGUSTINE FL (904) 814-8450<br/> INTERSTATE POWER SYSTEMS INC 2901 E 78TH ST MINNEAPOLIS MN (952) 854-2044<br/> KETEK GROUP INC 20204 110 AVE NW EDMONTON AB (780)447-5050<br/> KM SPECIALTY PUMPS INC P O BOX 99 CHANDLER IN (812)925-3000<br/> NORTHERN DEWATERING INC 14405 NORTHDAL BLVD ROGERS MN (763) 428-2616<br/> PUMP SERVICE &amp; SUPPLY OF TROY 1 REGATTA PL TROY NY (518) 272-0388<br/> SERVICE PUMP AND SUPPLY CO INC P O BOX 2097 HUNTINGTON WV (304)429-6731<br/> STRAEFFER PUMP and SUPPLY INC PO BOX 99 CHANDLER IN (812) 476-3075<br/> UNITED RENTALS INC P O BOX 30129 COLLEGE STATION TX (877) 629-6283</p> <p>Thompson Pump Dealers:</p> <p>A V EQUIPMENT RENTAL 24933 SAN FERNANDO RD NEWHALL CA (661) 259-2155<br/> ABSOLUTE SUPPLIERS LLC DBA ABSOLUTE WATER PUMP DES MOINES IA (888) 264-2189<br/> ACTION RENTAL AND SALES INC 1861 N EASTMAN RD KINGSPORT TN (423) 246-5181<br/> ACTION RENTALS 31411 FM 2920 WALLER TX (936) 372-5161<br/> ADLER TANK RENTALS LLC P O BOX 45081 SAN FRANCISCO CA (925) 453-3313<br/> ADMAR SUPPLY CO INC 1950 BRIGHTON-HENRIETTA TL ROCHESTER NY (585) 272-9390<br/> AHERN RENTAL 1401 MINERAL AVE LAS VEGAS NV<br/> AIR EQUIPMENT SALES AND SRV P O BOX 1487 ASHLAND KY (606) 329-9500<br/> AIRPORT EQUIPMENT RENTALS INC P O BOX 72578 FAIRBANKS AK (907) 456-2000<br/> ALASKA PUMP AND SUPPLY INC 261 E 56TH AVE ANCHORAGE AK (907) 563-3424<br/> ALL AMERICAN RENTALS 8136 ENTERPRISE DR NEWARK CA (510)713-7368<br/> ALLIED PUMP RENTALS 3460 MUSTAFA DR CINCINNATI OH (513) 793-0499<br/> ALLIED TECHNICAL SERVICES INC 3460 MUSTAFA DR CINCINNATI OH (513)793-0499<br/> ALLSTATE GROUNDWATER CONTROL P O BOX 266246 HOUSTON TX (713) 644-2400<br/> ALL-TECH HYDRAULIC &amp; MECH INC P O BOX 7039 BERESFORD NB (506)542-1050<br/> ANDERSON PUMP CO PO BOX 906 CHOWCHILLA CA (559) 665-4477<br/> ART'S RENTAL EQUIPMENT INC 215 E 6th ST NEWPORT KY (859)431-3660<br/> ATLANTIC DIVING SUPPLY ADS 621 LYNNHAVEN PKWY STE 400 VIRGINIA BEACH VA (757)481-7758<br/> B AND G EQUIPMENT &amp; SUPPLY 2748 MARY TAYLOR RD BIRMINGHAM AL (205) 833-3033<br/> BAKER CORPORATION 11420 TEXLAND BLVD CHARLOTTE NC (704) 504-5552<br/> BEARD EQUIPMENT CO INC 3195 W NINE MILE RD PENSACOLA FL (850) 476-0277<br/> BEST LINE EQUIPMENT 2582 GATEWAY DR STATE COLLEGE PA (814) 237-5156<br/> BROWNLEE MORROW ENG CO INC P O BOX 380008 BIRMINGHAM AL (205) 991-7222<br/> BUCKEYE PUMPS 1900 JETWAY BLVD COLUMBUS OH (513)679-6100<br/> CAP RENTS SUPPLY LLC 1825 43rd ST ASTORIA NY (718) 932-4100<br/> CAPITAL PUMP &amp; EQUIPMENT LLC 2820 S ALMA SCHOOL RD CHANDLER AZ (480) 626-5257<br/> CHASE PUMP AND EQUIPMENT P O BOX 812 HENDERSON KY (502) 826-8713<br/> CHEROKEE BRICK AND TILE CO P O BOX 4567 MACON GA (478) 781-6800<br/> CLOWE and COWAN OF EL PASO INC P O BOX 9898 EL PASO TX (915) 593-8833<br/> COKER PUMP and EQUIP COMPANY 1055 THIRD ST OAKLAND CA (510) 444-3731<br/> COLLINGTON DISTRIBUTORS 14701 POMMEL DR ROCKVILLE MD (301)294-3232<br/> CONSTRUCTION EQUIP AND SUPPLY P O BOX 436 SANDUSKY OH (419) 625-7192<br/> CONSTRUCTION MACHINERY CO 2911 S ENGLISH STATION RD LOUISVILLE KY (502) 267-4020<br/> CONSTRUCTION RENTAL and SUPPLY 6510 2ND ST NW ALBUQUERQUE NM (505) 345-1651<br/> CONTRACTORS RENTAL CO 2301 2ND AVE DES MOINES IA (515) 244-7431<br/> DENVER WINPUMP CO 4701 COLORADO BLVD DENVER CO (303) 424-3551<br/> DESIGNED GROUNDWATER SVCS LLC P O BOX 1767 ALLYN WA (253)682-7330<br/> DIVERSIFIED EQUIP and TECH 10855 EAGLE DR #518 BAYTOWN TX (409)782-4617<br/> EAST TENNESSEE RENT-ALLS INC P O BOX 3856 JOHNSON CITY TN (423) 282-3221<br/> EFFICIENCY PRODUCTION INC 685 HULL RD MASON MI (517) 676-8800<br/> EQUIPMENT PRO INC 721 PARKWOOD DR STE GENEVIEVE MO (573) 883-2373<br/> EVANS-HYDRO 18128 S SANTA FE AVE Compton CA (310) 608-5801<br/> FLEETWOOD INDUSTRIAL PRODUCTS 11 CREEK PKWY BOOTHWYN PA (610) 859-8951<br/> FLINT CONST and FORESTRY DIV P O BOX 3329 ALBANY GA (864) 963-5835<br/> G A FLEET ASSOCIATES P O BOX 616 HARRISON NY (914) 835-4000<br/> GAJESKE INC 6200 N HOUSTON ROSSLYN RD HOUSTON TX (713)688-2728<br/> GENERAL MACHINERY CO INC P O BOX 606 BIRMINGHAM AL (205) 251-9243<br/> HERC RENTALS INC 405 WESTERN INDUSTRIAL CIR BESSEMER AL (205) 744-9199<br/> HERC RENTALS INC 7727 OAKPORT ST OAKLAND CA (510) 633-2040<br/> HERC RENTALS INC 3318 E NAPOLEON SULPHUR LA (318) 625-3551<br/> HERC RENTALS INC 5886 ERNEST TAYLOR RD AYDEN NC (800) 924-8924<br/> HERC RENTALS INC 4429 EQUIPMENT DR CHARLOTTE NC (704) 598-0241<br/> HERC RENTALS INC P O BOX 268846 OKLAHOMA CITY OK (844)603-9673<br/> HERC RENTALS INC 4805 HIGHWAY 501 MYRTLE BEACH SC (843) 236-2369<br/> HERC RENTALS INC 15226 CYPRESS NORTH HOUSTON RD CYPRESS TX (713) 695-3933</p> |

HERC RENTALS INC 716 S MILITARY HWY VIRGINIA BEACH VA (757) 424-2110  
 HILMAR LUMBER INC P O BOX 310 HILMAR CA (209) 668-8123  
 HILMAR RENTALS LLC P O BOX 310 HILMAR CA (209) 668-0490  
 HOUSBY HEAVY EQUIPMENT LLC 4410 SE FOUR MILE DR ANKENY IA (515)964-2762  
 HOUSBY HEAVY EQUIPMENT LLC 3145 16TH AVE SW CEDAR RAPIDS IA (319)365-9155  
 HOUSE OF PUMPS INC 1418 DEMENT RD DOYLINE LA (318) 745-3131  
 HUGG AND HALL EQUIPMENT P O BOX 194110 LITTLE ROCK AR (501)562-1262  
 HUNTER EQUIPMENT CO 7813 RECO AVE BATON ROUGE LA (225) 929-6546  
 HYDRA SERVICE INC P O BOX 365 WARRIOR AL (601) 854-5502  
 ILLINOIS TRUCK AND EQUIP CO 320 BRISCOE DR MORRIS IL (815) 941-1483  
 IMPROVED CONSTRUCTION METHODS 1040 N REDMOND RD JACKSONVILLE AR (501) 982-2945  
 INDUSTRIAL PUMP SALES & SVC 37 W S CANNING BLVD TIVERTON RI (401)624-2977  
 INTERSTATE POWER TOOLS P O BOX 649 CHESTERTON IN (219) 763-2511  
 IRON OAK ENERGY LLC DBA IRON OAK SERVICES RUSTON LA (318) 245-3005  
 ISCO INDUSTRIES INC 100 WITHERSPOON ST 2WEST LOUISVILLE KY (502) 583-6591  
 JAMES RIVER EQUIPMENT LLC 101 BRUCE RD ASHEVILLE NC (828) 667-0176  
 JAMES RIVER EQUIPMENT LLC 10489 GENERAL MAHONE HWY WAKEFIELD VA (757)899-3232  
 JAMES RIVER EQUIPMENT LLC 9107 OWENS DR MANASSAS VA (703)631-8500  
 JENSEN EQUIPMENT P O BOX 607 PEWAUKEE WI (262) 547-5548  
 JGB ENTERPRISE INC P O BOX 209 LIVERPOOL NY (315) 451-2770  
 KENNEBEC EQUIPMENT RENTAL CO P O BOX 120 FAIRFIELD ME (207) 453-9351  
 KIMBLE CLAY and LIMESTONE 3596 SR 39 NW DOVER OH (330)343-1226  
 KINNUNEN SALES AND RENTALS INC 707 E SIXTH AVE STILLWATER OK (405) 743-4400  
 KIRBY-SMITH MACHINERY INC P O BOX 270300 OKLAHOMA CITY OK (800) 375-3339  
 L W ALLEN LLC 4633 THOMKINS DR MADISON WI (608) 222-8622  
 LANG SPECIALTY PUMPS LLC 5265 SILVERADO TRAIL NAPA CA (707)299-8066  
 LUNAR SERVICES LLC DBA SAFETY PRODUCTS OF NY WAVERLY NY (607) 565-7012  
 M D MOODY and SONS INC 4652 PHILLIPS HWY JACKSONVILLE FL (904) 737-6967  
 MACHINERY RENTAL 6465 HAMILTON AVE PITTSBURGH PA (412) 361-3600  
 MARVEX 1874 W PEARSON ST HERNANDO FL (305) 378-4511  
 MIAMI PUMP and SUPPLY 7870 NW 62ND ST MIAMI FL (305) 751-3535  
 MID AMERICA PUMP 5600 INLAND DR KANSAS CITY KS (913) 287-3900  
 MID FLORIDA DIESEL INC 2215 HWY 60 E BARTOW FL (863)519-0107  
 MIDWEST DEWATERING CO INC P O BOX 850 HAMMOND IN (219) 659-0009  
 MLSC HOLDING CO DBA MOUNTAINLAND SUPPLY CO OREM UT (801) 224-6050  
 MORSEMAN EQUIPMENT CO P O BOX 976 MACON GA (478) 741-1198  
 MOTION INDUSTRIES P O BOX 1655 BIRMINGHAM AL (205) 956-1122  
 MOTION INDUSTRIES 401 ZOO PKWY JACKSONVILLE FL (904)757-5080  
 MOTION INDUSTRIES 342 CIVIC RD LA SALLE IL (815) 223-7800  
 MULTI W SYSTEMS INC 2615 STROZIER AVE EL MONTE CA (626) 401-2627  
 NES EQUIPMENT SERVICES P O BOX 200015 WOODSTOCK GA (504) 382-9656  
 OTP -OHIO TRANSMISSION CORP 1900 JETWAY BLVD COLUMBUS OH (614) 342-6247  
 PANHANDLE RENTAL CO LLC 2019 N EAST AVE PANAMA CITY FL (850)215-8025  
 PEARSON PUMP SALES AND SRV INC P O BOX 1254 GOLDSBORO NC (919) 734-4267  
 PIPE and PUMP CO 320 SULLIVAN LN BUTLER KY (513)509-7950  
 POWER and PUMPS INC 803 N MYRTLE AVE JACKSONVILLE FL (904)356-5881  
 POWER EQUIPMENT COMPANY P O BOX 28 DENVER CO (303) 288-6801  
 PRIORITY EQUIPMENT RENTAL LTD 1178 ROUTE 30 IMPERIAL PA (724) 227-3070  
 PROSOURCE MACHINERY LLC P O BOX 80428 BILLINGS MT (720) 721-3200  
 PUMP and POWER EQUIPMENT CORP 295 ANDREWS RD TREVOSE PA (215) 322-4280  
 PUMP AND PROCESS EQUIPMENT INC 300 SHADOW WOOD PARK BIRMINGHAM AL (205) 987-3337  
 PUMP DOCTOR LLC 4020 KISTER RD SHREVE OH (330)749-3364  
 R D O CONSTRUCTION EQUIP CO PO BOX 7160 FARGO ND (701) 526-9763  
 R N PETERSON COMPANY INC P O BOX 35552 TULSA OK (918)227-9815  
 RAIN 2 DAY INC 4740 INDUSTRY PARK CT LAS VEGAS NV (702) 395-8849  
 RAY WRIGHT PUMPS INC 2625 E SAM HOUSTON PKWY PASADENA TX (281) 487-0665  
 RE INVESTMENT CO LLC dba HILLSIDE RENTAL KALISPELL MT (970) 353-9890  
 REBEL EQUIP and SUPPLY CO INC 4890 E SHELBY DR MEMPHIS TN (901) 366-4995  
 REDFISH RENTALS 8027 HWY 182 E MORGAN CITY LA (985) 702-0223  
 REDFISH RENTALS FOURCHON 696 A O RAPPELET RD GOLDEN MEADOW LA (985) 396-4439  
 REDFISH RENTALS INC 5306 HWY 311 HOUMA LA (985) 868-8758  
 RELIABLE EQUIPMENT LLC P O BOX 5647 MANCHESTER NH (603) 668-0129  
 RICHBOURG RENTALS 1500 W LUCAS ST FLORENCE SC (843) 669-5116  
 SANDER POWER EQUIPMENT CO 295 ANDREWS RD TREVOSE PA (215) 322-4280  
 SERVICE RENTALS AND SUPPLY INC 147 KALEPA PL KAHULUI HI (808) 877-3410  
 STACK BROS MECH CONTRACTORS 3119 HILL AVE SUPERIOR WI (715) 398-2964  
 STAR EQUIPMENT LTD PO BOX 8438 DES MOINES IA (515) 283-2215  
 STAR RENTALS and SALES PO BOX 9127 YAKIMA WA (509) 575-1414  
 STAR RENTALS and SALES 2302 S TACOMA WAY YAKIMA WA (253) 474-0577  
 STEWART ELECTRIC MOTOR WORKS 8951 TRUSSWAY BLVD KISSIMMEE FL (407)859-1837  
 SYNERGY RENTS LLC dba SYNERGY EQUIPMENT VALRICO FL (813) 321-3519  
 THE G W VAN KEPPEL CO 1449 GENESSEE ST KANSAS CITY MO (816) 921-4040  
 THE HENRY P THOMPSON CO 101 MAIN ST SUITE 300 MILFORD OH (513)248-3200  
 TRACTOR and EQUIPMENT CO P O BOX 12326 BIRMINGHAM AL (205)591-2131  
 TRI-LANE EQUIP RENTALS INC P O BOX 5116 SAINT MARYS GA (912) 576-8686  
 TSURUMI (AMERICA) INC 1625 FULLERTON CT GLENDALE HEIGHTS IL (630) 766-5900  
 TSURUMI DISTRIBUTORS 6216 WEST 9790 S WEST JORDAN UT (801) 563-5910  
 U S MARKETING CORP 79 MAIN ST SUITE 309 PORT WASHINGTON NY (516)883-4640  
 VALLEY PUMP AND COMPRESSOR 439 W WHITE PINE RD Salt Lake City UT (801) 265-9095



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|    |                | <p>VANDALIA RENTAL dba BND RENTALS VANDALIA OH (937) 898-9353<br/>                 VENCORE SERVICES AND SOLUTIONS P O BOX 21014 ORLANDO FL (321) 867-1462<br/>                 W W GRAINGER INC P O BOX 48778 NILES IL (847)793-6300<br/>                 WELDING FABRICATORS 5929 GRAVENSTEIN HWY S SEBASTOPOL CA (707) 795-8480<br/>                 WEST COAST PNEUMATICS INC 1315 VINCI AVE- STE A SACRAMENTO CA (916) 991-0100<br/>                 WEST SIDE TRACTOR SALES CO 1400 W OGDEN AVE NAPERVILLE IL (630)355-7150<br/>                 WESTERN PUMP and DREDGE 2314 LOGOS DR GRAND JUNCTION CO (970)244-9097<br/>                 WILLIAMS EQUIPMENT AND SUPPLY 3821 NEW GETWELL RD MEMPHIS TN (901) 432-2044<br/>                 WISE HEAVY EQUIPMENT LLC 9229 S 97TH ST LA VISTA NE (402)597-0860<br/>                 WYLACO CONSTRUCTION SUPPLY CO 315 VALLEJO ST DENVER CO (303)778-8201</p> <p>Canada:</p> <p>ABI-QUIP INC 120 RUE DES BOSQUETS SUITE 104 VAL D OR QE<br/>                 ACADIA PUMPING and DEWATERING 334-105th ST E SASKATOON SK<br/>                 AGGREGATE INDUSTRIES P O BOX 272 CONCORD ON<br/>                 ALL-TECH HYDRAULIC &amp; MECH INC P O BOX 7039 BERESFORD NB<br/>                 APOLLO HEALTH and BEAUTY CARE 1 APOLLO PL TORONTO ON<br/>                 AQUA-TECH DEWATERING CO INC 331 RODINEA RD MAPLE ON<br/>                 BATTLEFIELD EQUIP RENTALS-CAT P O BOX 8335 ST JOHNS NL<br/>                 BATTLEFIELD EQUIP RENTALS-CAT 10 IRENE ST WINNIPEG MB<br/>                 JOHN BROOKS CO LTD 2625 MEADOWPINE BLVD MISSISSAUGA ON<br/>                 COOPER EQUIPMENT RENTALS LLC 255 LONGSIDE DR UNIT 103 MISSISSAUGA ON<br/>                 HAZELWOOD CONST SVC INC 1940 BOLLINGER RD NANAIMO BC<br/>                 HUSKY OIL OPERATIONS LTD BOX 4490 STN D CALGARY AB<br/>                 INDUSTRIAL FLUID CONSULTANTS 74 DURAND RD WINNIPEG MB<br/>                 J-CON CIVIL LTD BOX 50017 WINNIPEG MANITOBA<br/>                 KETEK GROUP INC 20204 110 AVE NW EDMONTON AB<br/>                 LAFARGE CORPORATION PO 4091 POSTAL STATION A TORONTO ON<br/>                 LOCATION MOREAU 223 CHEMIN CYR NEW RICHMOND QE<br/>                 MODERN PUMPS and METALS INC P O BOX 7039 BERESFORD NB<br/>                 NEXGEN ENVIRONMENTAL SERVICES 19837 TELEGRAPH TRAIL UNIT 404 LANGLEY BC<br/>                 ONTARIO RENTAL and SUPPLY LTD 106-240 TERENCE MATTHEWS CRES KANATA ON<br/>                 OWEN SOUND LEDGEROCK LTD P O BOX 445 OWEN SOUND ON<br/>                 PACIFIC DEWATERING INC 11330 276th ST MAPLE RIDGE BC<br/>                 RUSCH EQUIPMENT INC 100 4016 CHARLES ST RED DEER COUNTY AB<br/>                 SACRE-COEUR MINERALS LTD P O BOX 11553 Vancouver BC<br/>                 SANSOM EQUIPMENT LTD 100 UPHAM DR TRURO NS<br/>                 SCOTTS DIESEL SERVICE INC 1211 WRIGHT CRESENT SASKATOON SK<br/>                 STRAD USA INC 1200 - 440 2ND AVE SW CALGARY AB<br/>                 TECHNOSUB INC 149 JA BOMBARDIER SUITE 9-10 BOUCHERVILLE QC<br/>                 WAJAX INDUSTRIAL COMPONENTS 2200 52E AVE LACHINE QC<br/>                 WARD'S HYDRAULIC SERVICES LTD 1-224 CAYER ST COQUITLAM BC<br/>                 WESTERN PUMP SERVICES 1300 LUCE ST LABRADOR CITY NL<br/>                 WESTERN PUMP 101 17860 106A AVE EDMONTON AB</p> <p>National Accounts<br/>                 United Rentals (multiple locations)<br/>                 Caterpillar (multiple locations)<br/>                 USA Bluebook (multiple locations)<br/>                 Mobile Mini (Multiple Locations)</p> |
| 27 | Service force. | <p>Thompson Pump &amp; Manufacturing Co., Inc. has an extremely knowledgeable National Service and Warranty department with over 75 years of collective pump manufacturing and diesel engine service experience. Thompson Pump's National Service/Warranty and Part Sales Department are dedicated to supporting a growing network of factory-authorized service providers throughout the US and Canada. They are constantly training and assisting all dealers/distributors/national accounts to provide high quality preventative maintenance and repair work, for all municipal customers, on a local level. With the National Service team's experience, work ethic, and 24/7 availability, they are ready to respond to all the service related needs of all Sourcewell members. The National Service team is also trained to efficiently coordinate with the various diesel/natural gas engine manufacturers to streamline warranty questions, service bulletins, general service calls, and any other engine related, after market support. Additionally, our inside sales team and municipal sales team is always available to answer any questions, facilitate effective communication between departments, troubleshoot performance issues, and conduct application/operational training. We make it a policy to respond within one business day, and all customers have at least (3) points of contact with Thompson Pump.</p>  |

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| 28 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.  | <p>Thompson Pump would like all Sourcewell members to order our products directly from Thompson Pump to receive the best overall value. When a customer places an order with Thompson Pump &amp; Manufacturing Co., Inc., the municipal customer can call, or e-mail a Thompson Pump sales representative (Regional Managers, Inside Sales, Sales Managers, Parts Sales, or Municipal Sales) regarding any questions they may have about the product or the Sourcewell contract. The customer can forward the same sales representative a Purchase Order once the decision to purchase a specific product for the correct application has been determined and all information on the PO matches the Sourcewell quote. After a P.O. is received, the Inside Sales team will distribute the sales order through our CRM. All departments - Sales, Engineering, Production, Materials, and Control Panels will review the sales order simultaneously for accuracy, compliance to the Sourcewell terms and conditions, and plan the manufacturing process. The sales representative will report back to the Sourcewell member to discuss the production schedule, methods of delivery, approximate build start date, and estimated shipping date. This information will be summarized with an Order Acknowledgement Letter. After the product is manufactured and shipped, it is invoiced, reported, archived, and tracked by our Corporate Controller. In addition, Thompson Pump utilizes an internal CRM platform that automatically generates sales reports in real time, and allows departments to communicate and organize the details associated with each order.</p> <p>The TPM Municipal Sales Manager will oversee and manage all Sourcewell sale quotations and purchase orders. Other (3) Thompson Pump contacts listed in this proposal can also perform this function, if needed.</p> <p>All procedures for Sales Order entries are based on our ISO9001:2015 quality standard certification and audited annually by ISO.</p> |
| 29 | 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>Customer service is extremely important at Thompson Pump. We will respond to a customer inquiry within 1 business day or if possible, sooner. Our sales team receives purchase orders directly from customers via email, USPS, or fax. Every purchase order is meticulously reviewed, so that we are sure to provide the customer with exactly what they want and what will fit their application needs. Every order is taken to a contract review meeting where multiple engineers, mechanics, managers, assemblers, fabricators, and sales people review order to determine build and ship date of particular pump. Customer complaints, surveys, and other aftermarket support are handled based on our documented ISO9001:2015 customer service procedures.</p>  |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | <p>Thompson Pump &amp; Manufacturing Co., Inc. is willing and able to provide our products and services to all public entities in the United States and United States Territories. Thompson Pump is well equipped, experienced, and knowledgeable in handling all customers and shipments of goods from coast to coast. With a growing network of dealers, distributors, national accounts, and factory-authorized service providers, the Thompson Pump brand is being actively promoted through out the country. In addition, Thompson Pump is currently growing a specialized Municipal Sales team in remote areas of the US with the primary responsibility of growing municipal sales via co-operative purchasing contracts, like Sourcewell.</p> <p>NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.</p>   |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | <p>Thompson Pump &amp; Manufacturing Co., Inc. is well equipped, experienced and knowledgeable in handling international customers and shipments of goods to both Canada and internationally. With a growing network of dealers and distributors in Canada, the Thompson Pump brand is being actively promoted in the Canadian market.</p> <p>NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items may be addressed in other areas of this proposal.</p>   |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | <p>Thompson Pump &amp; Manufacturing Co., Inc. is able to serve all geographic areas of the United States and Canada. We would recommend that all Sourcewell members procure the equipment directly from Thompson Pump to receive the best overall, manufacturer direct, value.</p>   |
| 33 | 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? | <p>Since Sourcewell is a nationally recognized, co-operative purchasing contract, it is widely accepted in almost all US states, so it is frequently the best option for our municipal customers to procure high quality, Thompson Pump products and services, at discounted prices. Currently, there are not any conflicts with other cooperative contracts because the purchasing avenue is ultimately the decision of the procurement department within each local government. Our goal is to promote the Thompson Pump brand in all US states, develop strong working relationships (and trust) with all government entities, and encourage them to utilize efficient procurement options, like Sourcewell, to procure Thompson Pump products.</p>  |
| 34 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | <p>We do not have any specific requirements or restrictions as it applies to shipping to Hawaii, Alaska or US Virgin Islands. The most affordable freight option will be arranged with a customer at time of purchase that best fits their needs.</p>   |

**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 35        | 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>Thompson Pump sales and marketing team collaborates with outside marketing consultants to actively promote the Thompson Pump brand both nationally and internationally on a daily basis. Attachment. Thompson Pump takes a personalized approach to Marketing through multiple channels, and attempt target municipal customers on a regional basis. We make every effort to exhibit and offer presentations at regional trade shows. Attend and exhibit at national trade shows, support the marketing efforts of all dealers/distributors, and actively advertise our co-operative contracts as a recommend method for public procurement.</p> <p>In recent years, we have been trying to focus more time on the associations and organizations specifically around Public Utilities, Public Works, and Storm Water control departments. We have also make a concentrated effort to support the Public Procurement professionals and sponsor/exhibit within the Procurement Organizations, like NIGP.</p>   |
| 36        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <ul style="list-style-type: none"> <li>• Website</li> <li>• Social Media- Facebook, LinkedIn, Twitter, and Pinterest</li> <li>• Google AdWords</li> <li>• Press Releases and E-Mail Blasts</li> <li>• Magazine advertisements</li> <li>• Daily Newsletter Advertisements via Hydraulic Network emails</li> <li>• Daily Newsletter Advertisements via Florida Water Daily emails</li> </ul>   |
| 37        | 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>We believe the role of Sourcewell in marketing this contract will largely come from our company's listing on the Sourcewell website as an awarded contract vendor, providing marketing materials that can be customized with Thompson Pump's contract information, and having the Thompson Pump Contract Administrator actively engage with the organizations that apply to Public Utilities departments and the Thompson Pump sales team. In addition, the NEW Sourcewell Marketplace is something that could help promote the contract to younger group of public procurement professionals that are more likely to use the web and other forms of technology to research and buy products. As a respected cooperative purchasing program, the members of Sourcewell will be able to view information about our company and the products we have to offer. The registered list of vendors and awarded contracts will also be available to non-members, through the Sourcewell directories, as another form of advertisement. Additionally, Sourcewell trade shows will showcase the awarded contract vendors for various solicitations. Thompson Pump &amp; Manufacturing Co., Inc., would gladly participate in these trade shows, have remote TPM Regional Managers attend GTK events around the US, and make sure to attend H2O conference on a regular basis.</p> <p>Sourcewell is a very important part Thompson Pump's municipal sales growth strategy, so it will promoted and discussed with ALL municipalities on a daily basis. All our Regional Managers, Municipal Sales Representatives, and Inside Sales Representatives will be thoroughly trained on how, when, and why to promote Sourcewell as the preferred procurement method. Basically,</p> |
| 38        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>We do not have an e-procurement system, but we do have sales contact portal on the website. E-procurement is something Thompson Pump has been looking into; however, we commonly find that customers need more personalized consultation in selecting specialty products like a Thompson Pump. Our outside sales force is there to walk the customer through the process and offer a streamlined approach to help all customers efficiently utilize the Sourcewell contract to obtain purchase orders.</p> <p>Also, the NEW Sourcewell Marketplace is an exciting way to facilitate e-procurement in the future, so we are eager to learn more about this offering.</p>   |

**Table 8: Value-Added Attributes**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 39        | 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. | <ul style="list-style-type: none"> <li>• Pumpology® School- sales and service tracks</li> <li>• Service training is available upon request at our Headquarters or on location</li> <li>• Optional basic operational training is offered by our outside sales team after delivery</li> </ul>   |
| 40        | Describe any technological advances that your proposed products or services offer.   | <ul style="list-style-type: none"> <li>• Enviroprime System®- provides reliable, automatic priming with the environmental advantage of not spilling pump fluids during initial priming and continued priming throughout operation.</li> <li>• Silent Knight®- The Silent Knight® canopy enclosure lowers pump noise levels by 20+ dBA to just 68 decibels or less from 7 meters and encloses the entire pump in a lockable case. The Silent Knight® series offer advanced engineering updates such as easily serviceable access areas including doors that allow access to pump components for maintenance without disconnecting the suction piping, weather resistant hardware, and insulation with moisture barriers.</li> <li>• OVT®- stands for Oil-less Vacuum Technology. The OVT® priming system offers multiple improvements to the traditional vacuum priming system. While both allow for a basic pump to prime automatically the OVT® does so more efficiently with no oil lubrication, lower maintenance and higher air handling for faster priming. Additionally, the OVT® system's non-contacting rotors eliminate internal wear which increases longevity and provides the reliability of no decrease in performance over time.</li> <li>• High efficiency pump components combined with the priming systems listed above allow customers to utilize less horsepower which reduces cost and fuel consumption.</li> <li>• Optional self-cleaning impellers and control panels with telemetry allow the pump to be customized to each application, especially stationary back-up pumps.</li> </ul> |
| 41        | 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>Thompson Pump was "green" before it was popular among the pump industry. It is a fundamental element of all our pump designs. We understand that being a good steward to our environment provides sustainable and long-term benefits to us, our customers, and our communities. There are two major aspects to our environmental focus;</p> <ol style="list-style-type: none"> <li>1.) Our products</li> <li>2.) Our manufacturing practices and policies.</li> </ol> <p>We have designed, developed and are promoting numerous green products and features, most of which are "state of the art" in our industry:</p> <ul style="list-style-type: none"> <li>• 5-years ago, Thompson Pump introduced the first, oil-less vacuum pump into our industry. To date, we are the sole manufacturer in the USA using this technology.</li> </ul>  |

- We promote the use of grease instead of oil as a lubricant for the bearings and seals in our pumps
  - Our Silent Knight® and Arctic Knight® sound-attenuating pump enclosures enable quiet operation and reduced noise pollution which is especially important in applications in which our pumps are operating 24/7 in residential neighborhoods or near schools, hospitals or businesses.
  - UL Listed double-wall fuel cells prevent hazardous fuel spills.
  - We manufacture our pump units utilizing the most current, EPA approved, emissions certified engines which offer the highest level of protection for the environment from diesel noxious exhaust emissions.
  - Engine crankcase gas recirculation filters provide additional protection of the environment from exhaust emissions
  - We have designed many of our pumps to provide Higher Efficiency than most other pumps on the market. This characteristic reduces fuel and energy consumption while providing very high performance.
  - Our Automatic start and stop systems enable our pumps to operate only when needed, thus reducing fuel consumption.
  - Automatic throttle control systems operate the pumps at optimum variable speeds and loads, thus reducing fuel consumption.
  - Automatic shutdown systems which shut down our pumps automatically in the event of mechanical failure, preventing damage to equipment and possible sewage, contaminated effluent, oil and fuel spills into the environment.
  - Emergency notification and Remote Monitoring systems allow for constant scrutiny of our equipment and they will automatically alert personnel when there is a problem so it can be addressed before spills or failures occur.
  - Many of our models are now manufactured using electric motors instead of diesel engines. These motors are designed with the highest efficiencies available, reducing energy consumption, eliminating exhaust emissions and greatly reducing noise pollution.
  - Instead of petroleum-based oils, we use Vegetable Based Biodegradable Hydraulic Fluid on all our hydraulic pumps in our rental fleet.
  - We are also on the cutting edge in our industry by offering equipment powered by Alternative Fuels: Biodiesel, E85 Ethanol, LP Gas, and Natural Gas
- Second, our manufacturing practices and policies: We employ numerous green corporate initiatives in our manufacturing facility and across all 20 of our rental branches:
- Our primary manufacturing processes call for designing the products so that there is minimal waste whenever cutting, welding, fabrication or machining are involved.
  - Our products do not contain any mercury, asbestos and any other carcinogen.
  - As the saying goes, we reduce, reuse and recycle in all aspects of our business.
  - We recycle our steel, cast iron, aluminum, copper and other materials.
  - We recycle obsolete or damaged components such as engines, pump ends, transmissions, frames, bearings, shafts, etc.
  - We recycle our large batteries and dispose of used motor oil & filters properly.
  - We use refurbished and remanufactured pump parts on our rental fleet.
  - When solvents are used, we contract to have them disposed of properly.
  - To avoid the use of solvents, we utilize biodegradable cleaning fluids whenever possible.
  - Most of our 40 +/- forklifts and powered lift trucks run on propane.
  - With our 144 on-road vehicles, we balance the vehicle size and type with the tasks they are asked to perform.
  - We have installed GPS monitoring systems in most of our vehicles to enable our drivers to take the most direct route and to notify us whenever the vehicles are idling for more than 5-minutes. We are also notified whenever one of our drivers is exceeding the speed limit by more than 10mph. Corrective action is taken when violations are identified.
  - For packaging our spare parts, we utilize the recycled paper from our offices.
  - When shipping pallets are required, most of them are fumigated to avoid transmitting insects, bugs & pests to other geographic locations.
  - Our policy calls for office thermostats to be set at 78-degrees in the summer and 68-degrees in the winter.
  - Scanning and electronic transmission of invoices instead of postal mailing whenever possible.
- Our new computer system claims to reduce paper usage
- Policy - Turn the lights off & adjust thermostats when leaving the office.
  - Use CFL lighting and LED desk lamps to conserve energy. Switching to energy efficient bulbs can reduce electric bills and conserve energy. Instead of using overhead lighting, use LED task lighting instead.
  - Minimize paper use by using both sides of the paper when printing.
  - Reuse packing material when possible and use eco-friendly bubble wrap or biodegradable packing peanuts, or use shredded paper.
  - Put computers into sleep mode when not in use and shut off the monitor when walking away from your desk.
  - Unplug devices that are not in use: fax machines, printers, etc.
  - Utilize a power strip.
  - Buy recycled and minimally processed paper and cardboard boxes.
  - Use misprints as notepaper: gather the misprints in the office and use them as notepaper, or even cut the paper to use as small notepads which is more eco-friendly than buying notepads from the store.
  - Reuse boxes to store files and folders before purchasing new ones.
  - Print in black and white.
  - Rather than extensive travelling, we conduct meetings and training by Skype or Go to Meeting / Go to Training video conferences and we conduct teleconferences whenever possible.
  - Provide collection bins for products that need recycling, office workers can rotate taking the products home.
  - Recycle or donate old ink cartridges.
  - Provide promotional insulated drink containers and mugs to employees to prevent using plastic bottles and Styrofoam cups.
  - Use environmentally-friendly cleaning supplies.
  - Use digital document delivery methods when possible such as email or internal fax to avoid postage, printing, ink and paper use.
  - Think about if making a copy is really necessary.
  - If you bring your lunch to work, do so in reusable containers.
  - Use eco-friendly toilet paper and paper towels.
  - Reuse our old time clock cards for multiple weeks.
  - Create an electronic newsletter instead of a print newsletter.

42 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.

Thompson Pump makes every effort, on a daily basis, to operate our business in a way that is sensitive to the environment. See additional information in answer to Line Item #41.

|    |  |   |   |
|----|--|---|---|
| 43 | 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. | Thompson Pump & Manufacturing Co., Inc. qualifies as a Small Business Entity in accordance with our NAICS code of 333911.   | * |
| 44 | 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?   | Thompson Pump offers a high quality product with state of the art priming and air separation systems. The materials of construction of robust with an emphasis on end-user applications. What sets Thompson Pump a part from other pump manufacturing companies is our personalized, small business relationships with our customers. These relationships, coupled with exceptional customer service, allow Thompson Pump to offer the best overall value to all our customers. | * |

**Table 9A: 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 *   |   |
|-----------|---|--|---|
| 45        | Do your warranties cover all products, parts, and labor?  | No, only the products and parts manufactured by Thompson Pump & Manufacturing Co., Inc.  | * |
| 46        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | No, they are one year limited warranty. The only usage limit restriction would come in to play is if the product was used incorrectly in a wrong application.<br><br>Thompson Pump makes every effort to properly evaluate the intended use of each pump, and educate the customer on its proper use. This is done for multiple reasons, but hopefully, it helps avoid denial of any warranty claims.  | * |
| 47        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | No. Limited warranties only cover the workmanship of the manufactured product, and each claim will have a different distance and labor time associated with it.  | * |
| 48        | 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? | If a Thompson Pump technician is not available in a geographic region to personally handle a warranty repair, then Thompson Pump & Manufacturing Co., Inc. will arrange shipment of warranted items to nearest geographical dealer/distributor/national account/factory-authorized service provider to address and identify the problem on a local level.  | * |
| 49        | 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?  | No, only the products and parts manufactured by Thompson Pump & Manufacturing Company Inc. The proposed warranties of other manufacturers are separated from the Thompson Pump products, and all terms and conditions of other manufacturers will govern each claim.<br><br>Thompson Pump will make every effort to assist all Sourcewell members with the warranty registrations of other manufactured products. In addition, Thompson Pump can help educate, communicate, provide recommendations, schedule, and possibly influence other manufacturers with warranty claims, but ultimately, the final decision of approving or denying a warranty claim will be the responsibility of the corresponding manufacturer.  | * |
| 50        | What are your proposed exchange and return programs and policies?   | After a customer signs a purchase order indicating the product/equipment they want, and then decide to return the item, will result in a standard 20% restocking fee. Exchanges will be proposed on a case by case basis, but since Thompson Pump & Manufacturing Co., Inc. builds their pumps to a specific customer's needs, exchanges may also result in an additional fee. All labor associated and freight will be paid by the customer.  | * |
| 51        | Describe any service contract options for the items included in your proposal.  | We do recommend regular exercising, preventative maintenance, and training on troubleshooting/applications. If the Sourcewell member does not have provisions in place to properly maintain the pump to maximize it's useful life, Thompson Pump (or a local dealer/distributor/national account/factory-authorized service provider) can offer a Annual Service Contract for the pump.<br><br>Thompson Pump & Manufacturing Co., Inc. has a limited warranty on our pumps for one year. If any problems arise at any time, we would be happy to assist our customers by answering any questions and finding a solution to the problem. We have a tremendous network of dealers, distributors, national accounts, and factory-authorized service providers throughout the US and Canada, and normally can have a technician available to resolve most mechanical problems. All non-warranty service requests will be addressed on a case-by-case basis, and if needed, additional charges may apply. | * |

**Table 9B: Performance Standards or Guarantees**

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 52        | Describe any performance standards or guarantees that apply to your services                             | <p>Thompson Pump conducts performance evaluations on employees after the first 90 days of employment, then annually. All employees are encouraged to constantly improve, and take a sense of ownership in their work.</p> <p>Thompson Pump &amp; Mfg. Company is an ISO9001:2015 certified pump manufacturer, which is one of the highest quality standards in the industry. The ISO policies and procedures guide the majority of our day-to-day work.</p> <p>We have documented ISO regulated procedures and forms for: human resources, IT, customer service, engineering, R&amp;D, quality control, production, shipping, sales, service, testing, credit, asset management, and almost every aspect of Thompson Pump's business. When substandard performance is identified, the root cause is addressed immediately with corrective or preventative action reviews. We always strive to exceed the expectations of our customers, and achieve the highest possible ratings on our customer service surveys.</p> <p>We do use a Net Promoter Score system for evaluating our customer service surveys and feedback from customers. This helps us improve our performance.</p>   |
| 53        | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | <p>Thompson Pump's Sales/Marketing and National Service &amp; Warranty Departments have very high standards for selecting dealers and distributors. Most are already in the heavy construction equipment markets, so they are familiar with renting, selling, and most importantly maintaining diesel-driven Thompson Pumps. We always try to seek out service-oriented companies, that are aligned with Thompson Pump's core values and put a high priority on service. All distributors are encouraged to stock spare parts for every Thompson Pump they rent or sell, and they normally standardize the engine manufacturer with other equipment in their fleet. This will allow for additional service and warranty support from the engine manufacturer. We are always prepared to service our municipal customers directly, if the dealer or distributor is not prioritizing their needs. In addition, Thompson Pump has a large logistics warehouse of spare parts and accessories that can be shipped to any location in the US in just a few days.</p> <p>Also, Thompson Pump offers all Sourcwell members a (2) year limited warranty for all our products, and any customer can attest to the fact...Thompson Pump will always stand behind our product. For over 51 years, Thompson Pump as developed a reputation in the industry as the "battle tank" pump, designed and built for heavy duty use in the construction, mining, and municipal markets. Most customers understand that the Thompson Pump design is robust for an extended useful life; however, Thompson Pumps are still industrial machines that require maintenance to maximize their long term value.</p> |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 54        | Describe your payment terms and accepted payment methods?  | <p>Payment Terms: Net 30 Days with Credit Approval.<br/>Payment Method: Paper Check or ACH.</p>  |
| 55        | Describe any leasing or financing options available for use by educational or governmental entities.   | Thompson Pump can offer a variety of lease or finance options, both in house and with several outside lease and finance partner companies. We also would like to help promote financing companies with current Sourcwell contracts.  |
| 56        | 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. | <p>Thompson Pump has created standard quote templates with the Sourcwell logo and additional narrative information about the how to buy through Sourcwell, the member number, the date they became amember, and Thompson Pump's contract number. Attached template.</p> <p>Thompson Pump also provides an BOL- Bill of Lading with the delivery driver, an MCO- Manufacturers Certificate of Origin (trailer mounted pumps), and an Sale Invoice (Bill of Sale) with information on how to remit payment to Thompson Pump within 30 days of the Invoice date. See attached examples.</p> |
| 57        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?  | Thompson Pump also accepts P-card, Visa, MasterCard, Discover and American Express.<br>No additional   |

**Table 11: Pricing and Delivery**

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 58        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | In Thompson Pump & Manufacturing Co., Inc. pricing catalog for Sourcwell, we will have the Size of the pump, Max Head, Max Capacity, Engine type. Additionally, the four various prices listed will depend on whether the customer would like the pump to be: a skid mount, site trailer, modular frame, and/or include a canopy. Please see attached catalog for Sourcwell members in Attachment. Individual line items will also be discounted 25% if sold individually. If individual line items are sold as a part of the equipment/product, then it will be overall discounted by 25%. Thompson Pump & Manufacturing Co., Inc. offers a diversified catalog of line items that can be sold individually, or on the equipment/product unique to each customer's request.<br><br>All equipment can be specified to each Sourcwell member's needs, but if an accessory or model is not listed in our Sourcwell catalog, Thompson Pump will clearly identify the model/accessory as Non-Specified and apply the same 25% discount percentage to the MSRP or List Price. |
| 59        | 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.  | The discount rate for Sourcwell members will be 25% from MSRP/published list price.  |
| 60        | Describe any quantity or volume discounts or rebate programs that you offer.  | An additional 2% quantity discount will apply when 10 or more pumps are purchased from a single customer, on the same purchase order, for units sized 12 inches or less.   |
| 61        | 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.  | On the Thompson Pump Price List there are various parts that can be considered "Open Market" or "Incidental items". There can be many incidental components which are a part of the overall product/equipment manufactured by Thompson Pump & Manufacturing Co., Inc., but are not always listed in a scheduled catalog.<br><br>Thompson Pump has made every effort to include all the possible "nonstandard options" that customers have requested, but if an accessory or model is not listed in our Sourcwell catalog, Thompson Pump will clearly identify the model/accessory as "Non-Specified Sourcwell Item" and apply the same 25% discount percentage to our MSRP or List Price. This will assure continuity in the discounted pricing structure, and add value to the Thompson Pump product offering.  |
| 62        | 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 pricing that we have provided does not include freight charges of our product. Due to the tremendous fluctuation in the market for fuel cost, freight will be discussed with customers on an individual basis, and be billed directly to the customer, or the customer will arrange freight directly with the transportation service.  |
| 63        | If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.   | Depending on the location of the delivery, Thompson Pump & Manufacturing Co., Inc. usually arranges carrier freight for domestic customers. We normally get quotes from multiple freight carriers, and provide the lowest estimate to our customer. On purchases of over 25 units, Thompson Pump & Manufacturing Co., Inc. will waive freight charges for Sourcwell members. Additionally, for purchase orders over \$250,000, Thompson Pump & Manufacturing Co., Inc. will discount NJPA member customers 15% on freight. Customers are also welcome to arrange their own freight if they have a contract or business that makes a freight carrier available to them.   |
| 64        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | We do not have any specific requirements or restrictions as it applies to shipping to Hawaii, Alaska or US Islands. The most affordable freight option will be arranged with a customer at time of purchase that best fits their needs.  |
| 65        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | We do not have any unique delivery methods; however, we encourage our customers to make bulk purchases (5 or more pumps at a time). This allows freight costs to be consolidated by shipping multiple pumps on a single truck, container, trailer, etc...For customers close to our manufacturing facility, we can waive delivery freight charges by having our outside sales representatives or field service technicians tow the pumps to the customer.  |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments |
|-----------|---|----------|
| 66        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. |          |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 67        | 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. | Each order that goes through Thompson Pump & Manufacturing Co., Inc. is reviewed by corresponding Sales Rep first, then Inside Sales, then the entire Contract Review group (multiple departments) prior to the building of the specific purchased pump. The Sourcewell contract purchases will be discussed through the CRM to address any questions regarding the order. The specific product & shipping discounts, as well as any other specifications, will be accurately acknowledged in each sales order. In addition, our ISO9001:2015 sales order procedures are aligned with the terms and conditions of the Sourcewell contract, so all orders have checks and balances. |
| 68        | 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.  | Each member of the Sales and Marketing Department is given an annual sales revenue goals, and the sales closed via cooperative purchases is evaluated on an annual basis. Quarterly sales reports to Sourcewell also help us track the progress we are making on a quarterly basis.<br><br>Sourcewell sales revenue, and efforts to promote the Sourcewell contract, can be tracked, real time, within Thompson Pump's CRM.  |
| 69        | 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.)   | The proposed administrative fee payable to Sourcewell will be 2% of each Sourcewell sale.  |



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

| Line Item | Question   | Response *  |
|-----------|--|---|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>Thompson Pump and Manufacturing Company is respected worldwide for its sophisticated heavy-duty lines of high quality pumps, ranging in size from 2 to 18 inches. The type of pumps we engineer and manufacture include: wet prime trash pumps; dry prime trash pumps with compressor-assisted or vacuum-assisted priming systems; sound attenuated pumps; utility trash pumps; diaphragm pumps; hydraulic power units with submersible pump ends; electric submersibles; rotary, vacuum and piston wellpoint pumps and high pressure jet pumps. With these different types of pumps, as well as a full complement of accessory hoses and piping, Thompson Pump can offer the proper pump and system for any application. In addition, Thompson provides engineering services and special applications consulting for complicated pump applications. Thompson Pump holds numerous product patents along with the registered trademarks of Enviroprime System® (Attachment), Silent Knight® (Attachment), Arctic Knight® (Attachment), and OVT® (Attachment).</p> <p>The company achieved ISO 9001-2015 quality certification for their Port Orange, Florida USA manufacturing facility (Attachment). Thompson Pump is one of only a few pump companies to have obtained ISO 9001-2015 certification. The globally recognized certification was granted following independent testing and assessment of the company's quality management systems and manufacturing capabilities.</p> <p>In recent years, many Sourcewell members will procure our pumps and then select a contractor to install the pump at a waste water lift station for on-site emergency back-up for the lift station. Thompson Pump would like to add value by offering these stationary by-pass pumps with turn-key installation services for these Sourcewell members. Thompson Pump would then provide consultation, schedules, detailed piping plans, piping materials, sub-contracted labor, start-up reports, and certification of proper install.</p> |
| 71        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> <li>• Municipal Fleet- Operations and Maintenance</li> <li>• Municipal Lift Stations- Collections and Distribution</li> <li>• Municipal Waste Water Treatment</li> <li>• Municipal Storm Water Pump Stations</li> <li>• Industrial</li> <li>• Mining</li> <li>• Refinery</li> <li>• Petroleum, Petrochemical</li> <li>• Construction industries</li> <li>• Liquid transfer</li> <li>• Dewatering system design compatible with site conditions</li> <li>• Fracking-Natural gas/oil pipelines</li> <li>• Heavy civil construction</li> <li>• Subway construction</li> <li>• Tunnels</li> <li>• Sewer/water infrastructure</li> <li>• Commercial and institutional</li> <li>• Environmental, environmental remediation</li> <li>• Temporary firewater systems</li> <li>• Sewage, sewer bypass</li> <li>• Agricultural</li> <li>• Monitoring wells and recovery well system</li> <li>• Slurry walls, trenches, and leachate collection</li> <li>• Groundwater recovery and treatment system</li> <li>• Horizontal drilling</li> <li>• Bypass pumping</li> <li>• High pressure</li> <li>• Irrigation</li> <li>• Flood control</li> <li>• Storm water drainage</li> <li>• Hi-pressure liquid transfer</li> <li>• Industrial waste</li> <li>• Oil field</li> <li>• Fire protection</li> <li>• Wastewater</li> <li>• Military Base Operations</li> <li>• Military Emergency Management</li> <li>• Solids handling</li> </ul>  |

**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   |
|-----------|--|--|--|
| 72        | Sewer vacuums or combination sewer cleaners  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Commonly referred to as: Pumper Trucks which are large industrial vehicles with vacuum systems that have extremely high air handling capabilities and on-board storage of the liquids being removed.   |
| 73        | Hydro or air excavation equipment  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Commonly referred to as: Pumper Trucks which are large industrial vehicles with vacuum systems that have extremely high air handling capabilities and on-board storage of the liquids being removed.   |
| 74        | Jetters and rodders  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Thompson Pump does offer pump specifically designed for high pressure jetting, most commonly utilized for wellpoint installations and transferring water during emergency situations (such as: fire fighting). High Pressure Thompson Pumps can be used for other applications that require high pressure capabilities. Thompson Pump High Pressure Jet pumps are mostly portable, diesel-driven pumps which makes this art of the product line versatile. |
| 75        | Dewatering, mud, trash, and centrifugal pumps  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Thompson Pump does provide these types of pumps, with a specialty towards diesel-powered engine drives. Thompson Pump does offer these types of pump in electric-powered drives and natural gas powered drives also.   |
| 76        | Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Thompson Pump does provide these types of pumps, with a specialty towards diesel-powered engine drives. Thompson Pump does offer these types of pump in electric-powered drives and natural gas powered drives also.   |
| 77        | Accessories, supplies and replacement or wear parts related to the offerings above.            | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | <p>Thompson Pump does provides numerous accessories that can be used with our pumps. All these accessories and options add value to each complete pumping system, and are customized to the applications.</p> <p>Thompson Pump does offer spare part kits for the most frequently requested pump models, and other service-related services.</p>   |

**Table 15: Industry Specific Questions**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 78        | Describe any product or equipment features that improve operator safety.                      | <p>Safety is a very high priority for Thompson Pump. Our HR team puts a huge emphasis on annual safety training, job-site safety assessments, toolbox talks, and other safety procedures for all employees. In addition to our internal commitments to safety, below are some of the various ways the Thompson Pump product improves operator safety:</p> <p>(1) O&amp;M manuals that emphasize all the safe working practices associated with our pumps. We always encourage customers to review the O&amp;M manuals, and make every effort to review it with them during post delivery training sessions. All O&amp;M manuals are stored in a weather proof document box mounted to the pump.</p> <p>(2) Safety stickers/labels are strategically positioned on the pump that clearly warn and inform customers of the operating dangers. Thompson Pumps are heavy-duty, industrial pieces of equipment made of steel, ductile iron, and other heavy metals. In addition, Thompson Pumps have moving parts that generate heat, pressure, vacuum, and/or rotate, so provisions must be made to properly warn operators.</p> <p>(3) Sales and service departments conduct operational training after the pump is delivered, which includes the "do's and don'ts" associated with safely operating the pumps, and a full review of the O&amp;M manuals.</p> <p>(4) Thompson Pump also allocates a significant amount of time educating customers about the accessories associated with basic pump applications (hose, pipe, battery chargers, etc...). We have conducted extensive research on these pump related accessories and have 51 years of experience working with them. We make every effort to share our experiences and best working practice recommendations.</p> <p>(5) As stated earlier in this proposal, the design of the Thompson Pump product also focuses on safety, especially for the Environment. The Enviroprime System® is an automatic, dry-priming system that is specifically designed to eliminate hazardous waste water and gases from exiting the priming system of by-pass pump during normal operations. This design prevents harmful waste water from being discharged on the ground (AKA - BLOW-BY) which could potentially harm an operator, a member of the community in the area, and/or contaminate soils, waterways, and other areas of the environment. For waste water collection emergencies, the goal is to prevent any hazardous liquids from "spilling" into the environment, so the Enviroprime System® is the reliable solution for Sourewell members.</p> <p>(6) Thompson Pump standard design also incorporates an auto start/stop feature with a beacon light and audible alarm. The auto start/stop feature allows the pump to automatically turn the pump on and off based on the water level at the suction point (AKA-sump). The auto start/stop feature is a common offering for the industry, but Thompson Pump also includes (at additional cost to the customer), the beacon light and audible alarm as a standard on all auto start/stop by-pass pumps. This is a clear indicator of Thompson Pump's commitment to safety. These visual and audible alarms warn operators that the pump is going to start in approximately 7 seconds. This allows operators, or service staff, an opportunity to remove themselves from the areas of the pump that may potentially injure them or others.</p> |
| 79        | Describe any product or equipment innovations that increase uptime and operator productivity. | <p>(1) The Enviroprime System® prevents water, abrasives, and/or waste water debris from traveling through the venturi or ejector device (AKA - BLOW BY). This eliminates potential erosion inside the venturi device and allows the pump to reliably dry-prime and re-prime automatically with out any maintenance required.</p> <p>(2) The OVT® priming system eliminates the need for oil lubrication which reduces maintenance time, and still delivers 97 CFM of air handling capabilities. This makes each pump with OVT® dual purpose, so it can be used for wellpoint dewatering and by-pass pumping.</p> <p>(3) High efficiency pump components reduces the horsepower required to reach higher flow rates and higher pressures. This reduced wear inside the pump, and reduces fuel consumption. This will equate to a tremendous cost savings to the customer, and reduces down time during re-fueling.</p> <p>(4) Transparency in performance data (pump curves) with operational/application training from experienced Thompson Pump staff allows operators to quickly understand the capabilities of the pumping system. This is commitment to educating customers, prior to and after purchases, is truly unique to Thompson Pump. In other words, the combination of the product and the staff allows Thompson Pump to provide the best overall value to Sourewell members.</p>  |

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
|                  |                                   |                                    |
|                  |                                   |                                    |
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**Documents****Ensure your submission document(s) conforms to the following:**

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

- [Pricing](#) - FY2022 Sourcwell Price Book (DP 10-12-21).pdf - Tuesday October 12, 2021 16:06:09
- [Financial Strength and Stability](#) - Attachment 2- Financial Strength and Stability.pdf - Monday October 11, 2021 14:39:17
- [Marketing Plan/Samples](#) - Attachment 3 - Marketing Plan\_Samples.pdf - Monday October 11, 2021 21:52:12
- [WMBE/MBE/SBE or Related Certificates](#) - Attachment 4- TPM Defined as SBE (KS 10-11-21).pdf - Monday October 11, 2021 14:31:24
- [Warranty Information](#) - 091663\_WarrantySheets\_24MONTH.pdf - Monday October 11, 2021 14:42:08
- [Standard Transaction Document Samples](#) - Attachment 6- Standard Transaction Docs (KS 10-11-21).pdf - Monday October 11, 2021 15:53:57
- [Upload Additional Document](#) - Attachment 7- Additional Support Docs (DP 10-12-21).pdf - Tuesday October 12, 2021 15:50:58

## 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. - David Perry, Municipal Sales Manager, Thompson Pump and Manufacturing Company Inc.

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

Yes  No

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

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

| File Name   | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| <b>Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221</b><br>Thu September 30 2021 03:29 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221</b><br>Fri September 10 2021 02:40 PM | <input checked="" type="checkbox"/>                                | 2     |
| <b>Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221</b><br>Thu August 26 2021 05:40 PM    | <input checked="" type="checkbox"/>                                | 1     |