

**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Time Manufacturing Company, 7601 Imperial Drive, P.O. Box 20368, Waco, TX 76712 (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 Public Utility 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 December 27, 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 other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A fully executed Sourcewell Price and Product 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**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Time Manufacturing Company

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/20/2021 | 2:07 PM CST

DocuSigned by:  
*Stan Tomchesson*  
By: 0FDFAF837C74435...  
Stan Tomchesson  
Title: Government Contract Sales Coordinator  
Date: 1/27/2022 | 8:25 AM CST

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 1/27/2022 | 8:26 AM CST

# RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name: Time Manufacturing Company  
Address: 7601 Imperial Dr  
Waco, Texas 76712  
Contact: Stan Tomchesson  
Email: stantomchesson@versalift.com  
Phone: 254-399-2167  
Fax: 254-399-2167  
HST#: 74-1609717

## Submission Details

Created On: Monday October 18, 2021 20:48:32  
Submitted On: Wednesday November 03, 2021 16:22:23  
Submitted By: Stan Tomchesson  
Email: stantomchesson@versalift.com  
Transaction #: ef951bba-c55f-48cf-838c-7873a9b0e524  
Submitter's IP Address: 72.48.132.83

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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")	Time Manufacturing Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Time Manufacturing Company Brands include: Versalift, BrandFX, Ruthmann, Steiger, Ecoline, Eagle. Blueline, & Aspen Aerials
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not Applicable
4	Proposer Physical Address:	Time Manufacturing Company 7601 Imperial Drive P.O. Box 20368 Waco, Texas 76712
5	Proposer website address (or addresses):	Timemfg.com, Versalift.com, Brandfxbody.com, Ruthmannreachmaster.com, Aspenaerials.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):	Stan Tomchesson Government Contract Sales Coordinator Time Manufacturing Company 7601 Imperial Drive P.O. Box 20368 Waco, Texas 76712 Phone: (254) 399-2167 Email: StanTomchesson@versalift.com
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	STAN TOMCHESSON Government Contract Sales Coordinator Phone: (254) 399-2167 Email: StanTomchesson@versalift.com  Time Manufacturing Company 7601 Imperial Drive P.O. Box 20368 Waco, Texas 76712
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *

9	<p>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>	<p><b>Brief History of Time Manufacturing Company</b>  Time Manufacturing Company has been manufacturing and servicing bucket trucks, digger derricks, and cable placers for public utilities under the Versalift brand for more than 50 years with a proven history of supporting government agencies in the electric utility transmission and distribution sectors. Additionally, the company provides equipment service, parts, testing, training, warranty, financing and rental fleet support to agencies and municipal departments responsible for telecommunications, tree care, and signage &amp; lighting. We strongly emphasize creating value for our customers in every step of our manufacturing process with a focus on first time quality, and seek to build the safest and most reliable equipment in the market. Time Manufacturing Company has built a portfolio of innovative brands in recent years, adding to the success of the Versalift brand and broadening the company's ability to serve core markets. Recent acquisitions have included Aspen Aerials, the leading bridge inspection truck manufacturer in North America, BrandFX Body Company, the country's largest composite truck body manufacturer, and Ruthmann, a prominent European manufacturer of premium quality high reach, telescoping and compact aerial lifts. Over this same period of time, we have deepened our distribution and service network across the United States and Canada. All of the company's acquisitions are perfectly aligned with this RFP.</p> <p><b>Global Growth at Time Manufacturing Company</b>  Since 2017, Time Manufacturing Company has grown in size from 700 to more than 2,000 employees. This growth has been powered by both significant organic growth, and by several acquisitions in North America and Europe. This growth has resulted in significantly enhanced capability to manufacture and distribute products in a timely manner to customers all over the world. Significant manufacturing improvements have led to decreased lead time, improved first time quality, facilities revamps, and data driven process improvements that allow management to address parts delivery, supply chain management, decreased warranty claims, and vastly improved customer satisfaction. The most recent acquisition of Ruthmann, allows the company to significantly expand aerial lift offerings in complement to its current line up. By adding the Ruthmann portfolio (Ruthmann, Steiger, Ecoline and BlueLift) to its existing set of premium brands (Versalift, BrandFX and Aspen Aerials), the company is well-positioned to more efficiently serve and meet the needs of a growing customer base serving infrastructure needs across the US and Canada.</p> <p>Across our organization, our global growth plan has resulted in a much stronger capability to design, manufacture, distribute and service aerial lifts, in a timely manner, to more customers in U.S. and Canadian markets.</p> <p><b>Core Values &amp; Business Philosophy of Time Manufacturing Company</b>  To deliver upon our value proposition of "a lower true cost of ownership" to our customers, we continue to improve and refine our production and assembly operations to deliver safe, reliable, high quality equipment that stands the test of time. At Time Manufacturing Company, the principles of safety, integrity, first time quality, continual improvement, transparency, pride and community are built around our commitment to the highest standards of quality. We meet these high standards by focusing on manufacturing excellence, engineering innovation and product safety, and by always putting operator safety first.</p> <p><b>Quotes From Executive Leadership:</b>  Time Manufacturing Company's management team believes that it is their job to create a sustainable organization that serves the community as whole. Not just committed to profits, but to also enhance safety, operations efficiency, and value for its customer and the community as a whole through a culture of innovation:</p> <p>Curt S. Howell, CEO: "Our goal is to bring the safest products to market. As we implement our global growth plan, we are creating a sustainable, profitable, and transparent organization. This transformation results in a better product, which lowers cost of ownership, and leads the industry in protecting the operator."</p> <p>Robert Martz, VP Manufacturing: "The people who use our products risk their lives doing hazardous work, at height, every day. That is what motivates us to drive first time product quality to 100%. This leads to improved operator safety."</p> <p>James Christian, VP Engineering: "We are doing everything possible to provide products that have a carbon neutral footprint including lightweight, high strength aerial lifts combined with lightweight truck bodies and ePTO systems or electric/hybrid chassis. Our wind energy generation maintenance equipment helps propel a carbon neutral world forward, not just for us, but also for future generations."</p>
10	<p>What are your company's expectations in the event of an award?</p>	<p>Each Time Manufacturing Company brand, including Versalift, BrandFX and Aspen Aerials, consider Government Agencies and Municipalities, including Sourcwell members, to be a core element of its business model. In order to better serve Sourcwell participating members, we have developed a Government Services website, which can be viewed at <a href="https://versalift.com/government">https://versalift.com/government</a>.</p> <p>With a staff that is dedicated to serving Sourcwell member needs, Time Manufacturing Company has developed programs to ensure that equipment procurement through an awarded contract is fast, easy, and consistent throughout the award term. Dedicated programs for Sourcwell members include Sales, Training, Financing, and Service. Unique from some other manufacturers' offerings, Time Manufacturing Company has partner relationships with dozens of full service facilities that provide nationwide coverage with hundreds of service locations across North America. Our distribution and service network will make sure that Sourcwell members have quick and reliable access to routine maintenance, equipment service and testing, parts, and training.</p> <p>The company's RFP response and Sourcwell Response programs are now integrated into our Government Contract department with a dedicated Sales Coordination team that is well trained on Sourcwell contract offerings across the board. Our Coordination Lead, Stan Tomchessen has decades of experience managing a team of experts in procurement response. Delivering on hundreds of RFP's responses per year, his team has a proven track record of fast, concise, and accurate handling of all Sourcwell leads.</p> <p>In a recent National Sales Meeting for the company which took places at the 2021 Utility Expo late September, the company reaffirmed its commitment to better marketing Sourcwell options for its customers. In attendance at the meeting were hundreds of representatives from all of the companies distribution/dealer-partners. Program literature, links to contact information, and followup information was provided. Additionally, we have invited Sourcwell representatives to speak at our local sales meetings in the past, and intend to continue to do so.</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.	Time Manufacturing Company is very well capitalized through its ownership by a well-funded (\$10B) Private Equity Firm. We have working capital, credit, and ratings that will allow us to service Sourcewell member needs for the next decade and beyond.  See attached financial statement attached	*
12	What is your US market share for the solutions that you are proposing?	We are leaders (top 3 position) in every category of product that we sell. Aspen Aerials is the undisputed leader in bridge inspection equipment across North America, BrandFX is the largest composite truck body maker in the World. Versalift products can be found in every contiguous United State, every Canadian Province, as well as regionally in the Caribbean Territories, Alaska, and Hawaii. We have sales and distribution centers across the nation that ensure that all states have access to product, service, and training. Our commitment to better-manufacturing, shorter lead time, and to producing the highest quality products has served the company well. Since 2017, the company has grown in every category consistently. Profitable growth in the aerials divisions related to this contract have provided the company the ability to provide the most-available products in the market when compared to our competitors.  A short video explaining the growth goals of the company can be found at: <a href="https://www.youtube.com/watch?v=uxJ65la1xvs">https://www.youtube.com/watch?v=uxJ65la1xvs</a>	*
13	What is your Canadian market share for the solutions that you are proposing?	In June of 2021 Time Manufacturing Company acquired CALCO Equipment Lmt, one of the leading distributors of Aerial Devices and a long time partner of Versalift. With an influx of capital, technology, and by adding people, The company now serves all of Canada, including hubs in Nova Scotia, Quebec, British Columbia, Alberta, and Ontario. Through these distribution hubs, our Versalift Canada service team provides service all of Canada	*
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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Time Manufacturing Company is unique in its complete-solution-capability. This is because it is a manufacturer with both company-owned distribution and service capabilities, and a network of third-party service partners. Versalift has company-owned distributor locations, as well as a strong third-party distribution network throughout the United States and Canada. More than half of the dealers in our distribution network have been providers of our products for decades. A broad base of experienced distributors, provides regionally significant subject matter expertise, which has resulted in best-in-class experience, and thousands of repeat customers.  Time Manufacturing Company manufactures industry leading Vehicle-Mounted Aerial Lifts (VMALs) that support essential businesses such as Electric utility, Telecommunications, Forestry, Sign, Light & Traffic, Construction, and Wind Turbine Blade Maintenance in the private and public sectors. "Our distributor network consists of aerial lift, bucket truck, digger derrick and cable placer dealers across North America. Versalift dealers deliver world-class products with the highest levels of safety, reliability and overall quality in the world. Versalift dealers are industry experts, engineers and technicians who provide sales, service and support to our customers. While we are a global company, we believe that local expertise is an essential component of superior service." ( <a href="https://versalift.com/distribution">https://versalift.com/distribution</a> ). With hundreds of additional sales, service and installation locations across North America, BrandFX, Ruthmann, and Aspen Aerials each have their own established and highly successful distribution networks as well. The contacts managing the RFP to fruition are employees of the firm.	*
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.	Not Applicable, however all units sold, and all service provided adhere to ANSI and OSHA guidelines.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Does not Apply	*

**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	<p><a href="https://en.ruthmann.de/profile/awards">https://en.ruthmann.de/profile/awards</a>  <a href="https://www.ruthmann.us/news/press-releases?page=1">https://www.ruthmann.us/news/press-releases?page=1</a>  <a href="https://versaliftinternational.com/versalift-nominated-for-product-of-the-year/">https://versaliftinternational.com/versalift-nominated-for-product-of-the-year/</a></p> <p>While in Europe the companies often submit for awards, it is important to understand that Time Manufacturing Company has global design teams that report to the VP of Engineering located in Waco, TX. Additionally, the same award-winning engineering and designs are used on several American and Canadian units.</p> <p>Holding positions on the steering committees of various safety boards such as ANSI, the company is a leader in innovation and safety. Our product design is constantly evolving to meet the changing needs of decision makers across the industries we serve.</p>
19	What percentage of your sales are to the governmental sector in the past three years	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcwell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.
20	What percentage of your sales are to the education sector in the past three years	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcwell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.
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?	As the manufacturer, we do not hold regional contracts. However we have hundreds of distributor-dealers with regional subject matter expertise that do hold these contracts.
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?	<p>GS-30F-019GA - This FSS contract for Automotive Parts &amp; Products &gt; Sustainment S&amp;E, Automotive Parts &amp; Products &gt; Transportation and Logistics Services was awarded in FY2017 on July 13, 2017 to TIME MANUFACTURING COMPANY by Office of Travel, Transportation and Logistics Categories. There have been \$1.5M in obligations to date with a ceiling value of \$12M, showing a 13% burn rate so far on the contract. The contract was not completed under any preference program with 999 offers received. We expect a 5 year duration with ultimate completion date of July 12, 2022.</p> <p>2018 - \$473,527.00  2019 - \$231,043.00  2020 - \$99,924.00</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Ciallum County PUD	Terry Manning	(360) 452-9771
REA Energy	Bryon Roland	(724) 349-4800
City of Mascoutah, IL	Jesse Carlton	(618) 566-2964

**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 *
NA	Government	Connecticut - CT	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.
NA	Education	Colorado - CO	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.
NA	Non-Profit	California - CA	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.
NA	Government	Alaska - AK	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.
NA	Government	Alabama - AL	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.	As a private company, we do not reveal specific information regarding our customer base. However several million dollars worth of sales were transacted during our 1st Sourcewell RFP award. Our sales goals include materially improving these numbers throughout the next contract period.

**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.	Time Manufacturing Company, which has grown to more than 2,000 employees, and includes the brands Versalift, BrandFX, Aspen Aerials and Ruthmann. It has one of the largest North American sales forces in the industry. This includes both inside sales representatives, who focus on strategic, municipal, government, and national telecommunications accounts, and also regional sales managers, who focus on managing our North American and international corporate-owned, and third-party distribution networks. Our North American distributor network, many of whom have been partners for decades, have multiple locations throughout the US and Canada. They have built long-term relationships with government agencies, facilitators, municipalities and contractors. We believe that our strong relationships, and "lowest true cost of ownership" value proposition are at the core of our customer support-focused business.
26	Dealer network or other distribution methods.	Our distributor networks in the United States and Canada include dozens of corporate-owned and hundreds of partner companies that each have multiple locations. We strive to have multiple dealers in every U.S. state and nationwide coverage in every part of Canada. Through this network, which is closely-managed through a best-in-class technology consumer relationship management system, we ensure immediate followup to inquiries with a check and balance system designed to understand customer needs, account for any customizations, and ensure that this information is properly communicated across the entire sales, and manufacturing team.

27	Service force.	<p>The distribution network includes aerial equipment upfitting, sales, parts, testing, maintenance, troubleshooting and service at every location. Experienced, certified service technicians are available to perform scheduled and unscheduled maintenance at each location. Additionally, mobile service technicians are available throughout the US and Canada, with well-equipped trouble-trucks that can service equipment on the worksite. One of Time Manufacturing Company's brands is TRL, which provides Rental Fleets to our customers throughout the country. We rent equipment that spans the entire lineup, to ensure that when our customers need to augment their owned-fleets to get the job done. We have the ability to provide rental fleets where and when they need them.</p> <p>We strive to always have parts in stock where they will be needed and have the ability to expedite when needed to our entire coverage areas. In the case of Versalift customers, thousands of bucket truck replacement parts and accessories are available through our online parts store located at <a href="https://parts.versalift.com">https://parts.versalift.com</a>. These can be expedited and are shipped within 24 hours. Because every product is unique, we require that our customers know the part number before ordering. While these are found in the use manuals required by law to be kept in the vehicles, we also have staff available to answer both parts and service questions at our 24/7 (866-LIFT-U-UP) hotline number.</p>
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>Sourcwell customers have the opportunity of ordering equipment in many ways. Our websites provide hundreds of leads monthly and are linked to a best in class Consumer Relationship Management (CRM) System that routes inquiries directly to a dealer in the customers region. This action takes just seconds and copies of the inquiry go to our dealers and also to the Regional Sales Manager responsible for that area. Additionally through the DEDICATED SOURCEWELL and GOVERNMENT website pages, customers can reach the Sourcwell Contract Administration team directly. <a href="https://versalift.com/government/">https://versalift.com/government/</a> A dedicated resource will be assigned to chaperone the inquiry to delivery. This will include the ability for customers to speak with sales, engineering, and procurement associates that have deep familiarity with the use-cases for our equipment. When the order is placed a customer will receive a login to our Global Partner Program, as we believe that customers should be treated like Partners. This system will allow customers to explore all aspects of their purchasing process. This includes who to call, units, purchased, and many additional tools that will be used throughout the lifecycle of the product.</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 requests at Versalift can be made several ways:</p> <ul style="list-style-type: none"> <li>• Directly contacting any one of numerous locations in every state through a Versalift Certified Service Center</li> <li>• Visiting <a href="https://versalift.com/service">versalift.com/service</a> and submitting a request online 24 hours a day, 7 days a week</li> <li>• Calling our toll free customer support center at 1-866-LIFT-U-UP from anywhere in the contiguous United States</li> </ul> <p>We have the ability to expedite, ship or transport parts to any service center within the country, in some cases within the same day of request. Expedited shipping is also available. In the case of service-only, we have technicians available from all of our locations who, upon agreement with the client, can perform many operations, including repairs and part replacements, on site.</p> <p>Customer Service requests at BrandFX Body Company can also be made in several ways. Customers are able to contact their equipment distributors directly, to contact BrandFX directly by telephone, or to fill out a service form on the contact page at <a href="https://BrandFXbody.com/contact">https://BrandFXbody.com/contact</a></p> <p>Customer Service requests at Aspen Aerials can be made in several ways as well. With regard to equipment service and support, the company offers an annual bridge inspection equipment service school at its headquarters in Duluth, MN, where bridge inspection equipment repair technicians from around the world gather to learn. Customers can submit a service request at any time through the contact form at <a href="https://aspenaerials.com/contact">https://aspenaerials.com/contact</a> Additionally, the Aspen Aerials service and sales teams are available during regular business hours at (toll-free) 800-888-2773.</p> <p>At Time Manufacturing Company, once a call is received, a service ticket is issued on our customized internal Consumer Relationship Management (CRM) system, and a resolution course of action is established by appointing key personnel. All service contacts and leads are followed up on. Service staff performance is measured on response-time, first-time-solution, and the number of hours to close-out a ticket. Results of these tickets are shared with department heads in a REAL TIME manner. Each service representative is tracked for speed and accuracy through the ticketing system and challenging requests can be expedite immediately to the person in the organization best suited.</p>
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>Time Manufacturing Company has a deep bench of dealers and authorized service providers throughout the United States. The network includes dealers (both corporate and 3rd party), 250 approved service centers for Versalift products. BrandFX has over 240 dealers nationwide. All Aspen Aerials inquiries are handled through our national service teams. Sourcwell contract sales training for all dealers is provided through the companies website and via our, and headquarters in Waco, TX. The Ruthmann brand has been popular in Europe for decades, and after the acquisition of Ruthmann including its facilities in America, we are now able to bring a unique set of high reach products to the US market.</p> <p>Time Manufacturing Company's websites include direct links to Government, Municipal, and Non-profit alternatives, and as of 2018, we have had a dedicated resource to handle all inquiries, RFP's and service requests. In addition a dedicated page with Sourcwell links is now available on all websites.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>Time Manufacturing Company has a deep bench of dealers across Canada and recently acquired Calco, our largest dealer with locations across the country to launch Versalift Canada. A press release describing the acquisition can be found here - <a href="https://www.prnewswire.com/news-releases/versalift-acquires-calco-establishes-versalift-canada-301305642.html">https://www.prnewswire.com/news-releases/versalift-acquires-calco-establishes-versalift-canada-301305642.html</a> and in addition a dedicate Website providing service can be found at <a href="https://Canada.versalift.com">Canada.versalift.com</a>. Further BrandFX with its 25 dedicated dealers in Canada offer Sourcwell engagements for the company. Sourcwell contract training for all dealers is provided through the company's website and via dedicated resources in our headquarters in Waco, TX. The Ruthmann brand has been popular in Europe for decades, and after the acquisition of Ruthmann including its facilities in America, we are proud to bring a unique set of high reach products to Canada. A recent delivery of a North America dedicate high reach product resulted in industry news coverage here - <a href="https://www.liftandaccess.com/article/first-ruthmann-t-235-canada">https://www.liftandaccess.com/article/first-ruthmann-t-235-canada</a></p> <p>Time Manufacturing Company's websites include direct links to Government, Municipal, and Non-profit alternatives, and as of 2018, we have had a dedicated resource to handle all inquiries, RFP's and service requests. In addition a dedicated page with Sourcwell links is now available on all websites.</p>
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>None, we have dedicated teams to service all areas.</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?	None	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we have dedicated teams for these areas.	*

**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>Time Manufacturing Company prides itself on its sales and marketing capabilities, as they are regionalized and organized to meet the needs of all of our customers. Sourcewell members vary in their size, structure and procurement strategy, and our team has been working to better understand and build marketing materials that address each of these members based on a stakeholder persona model. Time Manufacturing Company has built a dedicated web page for government resources at <a href="https://versalift.com/government">https://versalift.com/government</a>, where Sourcewell members can access the Government Services team, get additional information and use links that pertain to them.</p> <p>Sourcewell members can search for equipment by industry focus through an equipment menu, and search by Fleet Application and several attributes, including working height. Additionally, equipment can be compared, sorted and filtered at <a href="https://versalift.com/bucket-truck">https://versalift.com/bucket-truck</a>, using our custom-built bucket truck comparison tool.</p> <p>There are several other ways to locate a distributor, including dedicated third party distributor landing pages and prominently located Dealer link at the top of every Time Manufacturing Company website, including TimeMFG.com Versalift.com, BrandFXBody.com, AspenAerials.com, RuthmannReachmaster.com, TRLRents.com, and UtilityTruckTrader.com</p> <p>We have an experienced user experience (UX) team that has been working to make the Versalift, BrandFX, Ruthmann, and Aspen Aerials websites the best in the industry. These websites enjoy success as Page 1 search results for over 100 keywords used to describe the product and industry applications of the company. For example, this has led the Versalift website traffic to increase from less than 2,000 visits a month in 2017 to over 15,000 monthly visits in 2021. As a leader in providing knowledge, engineering application for the electric utility, telecommunications, sign light and traffic, forestry, wind energy, and plane deicing industries, we have worked hard to make the website easy to navigate and to provide a knowledge orientation for customer seeking information. An advanced mega-menu system has been developed which provides fast access to all industries including Government.</p> <p>In addition, in order to make purchasing easier for Sourcewell members, website viewers they can search Versalift equipment by product type rather than application, as RFPs are often written with this language.</p> <p>Because Time Manufacturing Company is focused on providing Sourcewell Members with exactly the right choice of product to meet their needs, we have made available on our website all specifications, as well as links to contact engineering, to ensure that the buying process is simple, straightforward, and efficient.</p> <p>Examples include:</p> <p>Versalift's popular 45 foot Articulated Telescopic Insulated Aerial lift:  <a href="https://versalift.com/bucket-truck/vst-40-i/">https://versalift.com/bucket-truck/vst-40-i/</a></p> <p>Ruthmann Steiger 295ft high Reach Aerial Lift  <a href="https://ruthmanreach.wpengine.com/ruthmann-models/ruthmann-t-295a/">https://ruthmanreach.wpengine.com/ruthmann-models/ruthmann-t-295a/</a></p> <p>BrandFX has a dedicated Government Website which discusses in detail the advantages of using advanced lightweight composite materials to save fuel and reduce a carbon footprint.  <a href="https://brandfxbody.com/industry/municipal-government/">https://brandfxbody.com/industry/municipal-government/</a></p> <p>ADVERTISING IN INDUSTRY JOURNALS - Our products are designed to deliver a complete solution, and often multiple units are designed to be used as part of a crew. We often market in this manner through email, advertising, and by promoting them through our network of websites. For example, advertisements are shown in industry quarterly periodicals.</p>

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>With a strong digital presence across its portfolio of brands, Time Manufacturing Company has a network of websites that are used in support of sales, service, parts support, warranty claims management, and equipment training. We have deep, communication-oriented content throughout the site and regularly update our blog pages in order to share valuable information with our customers. We track all website behavior using established best practices designed by Google Analytics. We maintain a highly active network and update our social media daily, with dedicated social media coordinators who are responsible for sharing valuable detailed information with our followers.</p> <p>Our websites are content-driven, built in the world-class Wordpress Foundation, and we have a dedicated team of experts who have custom-coded the site for optimal performance on desktop, laptop, tablet, and mobile devices. Using only clean, necessary coding, the sites experience super fast load times that are additionally benefited from cache servers on a top tier hosting facility.</p> <p>Website analytics are examined bimonthly for audience, behavior, lead generation, and product engagement. This information is reported in a virtual Policy Meeting which includes all department heads. We use website activity as an indicator of interest in products and services. This allows the company to better understand customer behavior and also efficiently predict needs for supply chain and human operations. Google analytics are reported and added to a company-wide Dashboard which is accessible to all division heads, managers, and decision-making associates.</p> <p>Linked to the websites are a top tier E-commerce store and Time Manufacturing Company world-class Customer Relationship Management (CRM) System that is used to track and personalize all client communications. This allows the company to quickly understand and sort client needs, view previous orders, and quickly route questions to dedicated associates. In support of our customers, we have developed a Global Partner Program Portal which allows any customer to login from any device anywhere in the country to find part-lists, order parts, track service dates, and schedule service based on unit serial numbers. This program is a best-in-class, value-added service that comes standard for every Sourcewell customer purchase.</p>
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>In our view, Sourcewell's role in promoting contracts arising from this RFP is limited to presenting the opportunity to its membership and updating contact information to the Time Manufacturing Company Dedicated Sourcewell Liaison. We are aware that Sourcewell members are not obligated to purchase, and we are confident in our ability to deliver the best equipment, service, training and replacement parts to all Sourcewell member organizations. Sourcewell-awarded contracts will be managed by a dedicated Sourcewell liaison, who will integrate contracts into the company's production cycle. Tools for order tracking and customer relationship management accessible to the Sourcewell Liaison will ensure that Sourcewell members receive the best quality service available.</p> <p>Time Manufacturing Company has regularly scheduled meetings with both its internal sales, marketing, and sales support staff, as well as monthly meetings with distribution partners. When awarded the Sourcewell contact we will execute upon a 3 phase rollout program across the country.</p> <p><b>Sourcewell Sales Meetings</b> Our company has dedicated Regional Sales Managers (RSMs) that are responsible for territorial distribution partners. These RSMs regularly visit with Distributors in their territories and can call a meeting of a distributor's sales staff in order to relay important information, such as the awarding of a Sourcewell member contract, as needed. In this meeting, which will include the Sourcewell member liaison, contact information, pricing information and access to configurations will be shared. Additional documentation will be made readily available to all pertinent sales teams with our distribution network.</p> <p><b>Dedicated Sourcewell Website</b> Upon clicking on the link on the Sourcewell website, qualified customers will be able to access a secure website designed to facilitate fast access to general pricing, request for quote, access to designated parts and service locations. The Versalift salesforce will have direct access to pricing and other relevant details.</p> <p><b>Integrated Marketing</b> Time Manufacturing Company brands will launch a term-wide marketing program that will include social media, email, and print collateral that can be shared internally as well as with Sourcewell members.</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>Because our products have many optional features designed to meet specific customer needs, initial orders should be placed directly through members of the sales team. However, parts and service, and several other benefits, can be accessed through our Global Partner Program (described above), a proprietary, web-based client service portal. Initially launched to serve only our largest strategic accounts, Global Partner Program is now available to all customers who purchase equipment through the Sourcewell Contract.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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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.	<p>According to ANSI A92.2, Section 10.2, all aerial lift operators must be trained, familiarized, and authorized to use the aerial lift on which they operate. The Versalift training offering is designed to familiarize learners with ANSI safety guidelines and key operational features of the aerial lift.</p> <p>An initial in-service training is included with the purchase of the aerial unit and will be administered at the time the aerial is delivered. Additional training options are available and can be customized, as needed, to the user and the aerial unit.</p> <p>These options include:</p> <p>Instructor-led service technician training: Classes typically last 2 days, are model-specific, and class size is limited to 12 people. The class will be facilitated by a Versalift qualified instructor. The facilitator will familiarize learners with the contents of the Operator Manual. The class is built around the ANSI A92.2 standard and focuses on safety when working on or around an aerial lift, lift operation, maintenance procedures and adjustments, troubleshooting techniques, and emergency retrieval procedures. This class requires access to the aerial lift.</p> <p>Self paced e-learning: This class is accessible by any internet compatible device. Online courses take approximately 1 to 1-1/2 hours to complete. It has been developed and tested by Versalift. Each section of the course is linked to a specific section of the ANSI A92.2 guidelines, allowing for analysis of the learner's grasp of core concepts before final authorization to operate is granted. Learners may complete the course in one sitting or over a period of time, as the Learning Management System (LMS) will track and save the learner's progress throughout the course. Tracking of assessments and course completion is stored in a secure LMS and accessible at any time.</p> <p>Online and in person operational training classes are now available for every product that we manufacture. Versalift also offers maintenance training classes on an as-needed basis.</p> <p>Online Training for Aerial Lift Operation at Versalift Versalift offers online aerial lift training for operation by a suite of digital and online learning tools focused specifically on the safe operation of Versalift vehicle-mounted aerial lifts. The goal of Versalift Aerial Lift Training interactive training programs is to ensure operator safety and to support a perfect safety record, while reinforcing the operator behaviors that extend the useful working life of the aerial lifts themselves. Those operators and technicians who complete Versalift Aerial Lift Training training courses are trained to be safety advocates. <a href="https://versalift.com/aerial-lift-training/">https://versalift.com/aerial-lift-training/</a></p> <p>Bridge Inspection Equipment Service School at Aspen Aerials Bridge inspection school at Aspen Aerials is an annual opportunity for bridge inspection engineers and technicians to benefit from classroom training, hands-on maintenance training, safe equipment setup and operation and ANSI A92.8 Safety review. Aspen Aerials is the market leader in North American bridge inspection equipment, and is attended by professionals from across North America.</p>
40	Describe any technological advances that your proposed products or services offer.	<p>Versalift, BrandFX, Aspen Aerials, Ruthmann and BlueLine are each Time Manufacturing Company brands that are innovation and engineering leaders. Versalift has several innovative new product offerings that simplify decision making and task completion for technicians on the job. For example, new Versalift bucket trucks for 5G installation feature climate controlled splicing cabins that enable technicians to work long hours. BrandFX has innovated in designing a truck body that is made from 100% composite material, and is the lightest commercial truck body available in North America. Ruthmann</p> <p>Advanced Safety Isolation Systems - Versalift Electroguard and TruGuard® safety systems combine to offer the safest telescopic insulated aerial units on the market, at any height and position, including fully retracted.</p> <p>SlopeMax is a brand new engineering innovation that allows technicians to work in safer conditions without the need to constantly check slope angle indicators. SlopeMax is a passive operating system that will measure the slope angle of the surface and boom, and limit the horizontal reach via the lower boom function when necessary. It is a great example of the culture of innovation and safety at Time Manufacturing Company, and allows the firm to maintain compliance with soon-to-be released ANSI standards for safe operation.</p> <p>SlopeMax - Technical Explanation A system of angular sensors located to measure the aerial base angle and lower boom angle relative to horizontal. The system limits the operating envelope depending on the aerial lift base angle. With the base angle within 5 degrees (or predetermined angle depending on aerial lift model) of horizontal, the aerial lift is allowed to operate to its full envelope range. When the base angle exceeds 5 degrees (or predetermined angle depending on aerial lift model) above horizontal, the structural, functional, and overturning stability limits may be exceeded when the lift platform is at a maximum horizontal position. To prevent this the lower boom maximum raised position is limited, which will reduce the horizontal position and thus reduce loading due to horizontal position below the aerial lift maximum load limits. If the base angle exceeds a maximum-operating angle, the lower boom raise (elevate) function will be disabled and not allowed to raise from its stowed position. The sensors are part of a control system that will control the hydraulic limit of the lower boom.</p> <p>Quality Assurance Checkpoints - Torque striping is an extra step taken to ensure the quality of Versalift equipment. All critical bolts are torque seal marked, which allows lift operators to efficiently conduct daily visual inspections. Additionally, every critical pin on the bucket truck and lift assembly has a redundant pin-set, which is then torque striped.</p> <p>Special Innovations - Versalift, Ruthmann, and Aspen Aerials have innovations that have evolved from decades of feedback from customers. Too numerous to illustrate in details here, just some of these includes specialized cockpit controls (fy by wire, metal handles, emergency stop features, bluetooth controls, secondary (on ground controls), remote controls, etc), stability technologies such as multiple types of outriggers with the capability to short-jack as needed on some of the larger units. BrandFX has hundreds of design variables to meet the needs of any fleet customer with a custom-designed mold that decreases weight, increases strength, and creates the most durable products in the industry. Aspen Aerial uses a proprietary design to allow for bridge inspection without the need for outriggers which impede traffic and damage bridge surfaces. In addition, multiple basket-designs and multiple reach machines with multiple booms allow their series of bridge inspection equipment to be outfitted for any job.</p>
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>Environmental Policy Statement - Time Manufacturing Company At Time Manufacturing Company we will conduct our business in ways that responsibly sustain, protect and preserve the natural environment.</p> <p>Time Manufacturing is committed to a goal of zero environmental occurrences in our operations. We will accomplish this goal by:</p>

Ensuring the proper disposal of chemicals and waste  
Proactively reducing, reusing and recycling of waste  
Using resources, including energy and water, efficiently  
Educating employees on plant environmental mitigation  
Complying with all environmental regulations

Time Manufacturing Company Environmental Programs Include:  
Accidental Chemical Spills Management and Response  
Non RCRA Regulated & Universal Waste Management  
Wastewater Monitoring and Testing Program  
Storm Water Pollution Prevention (SWPP) Program  
Spill Prevention Control and Countermeasure (SPCC) Program

Biodegradable Hydraulic Oil is Always an Available Option at Versalift  
As a hydraulic systems manufacturer, Versalift works with the nation's top supplier of environmentally friendly hydraulic fluid. The oil is biodegradable, which reduces some of the unintended impacts of accidental leakage. As of 2019, every Versalift bucket truck in the North American market is available with Versalift's proprietary green oil. Learn more about Versalift green initiatives at <https://versalift.com/green-initiatives/>

#### Product Carbon Footprint

"Time Manufacturing is doing everything possible to provide products that have a carbon neutral footprint like lightweight truck bodies, the ePTO and electric/hybrid chassis. We have equipment that is designed and developed to maintain wind energy generators, something that is important to reduce our carbon footprint. It is important for our company to support that type of industry to be carbon neutral to protect our planet. Because it's not just for us. There are other generations coming along, and we have to think about that." James Christian, VP Engineering

#### Improved First Time Quality is Waste Reduction

According to the United States Environmental Protection Agency, one of the most effective ways to optimize the carbon footprint of a manufacturing company is to improve the first time quality of the output. Improved first time quality drives the overall level of waste downward, which reduces input costs. According to the EPA note on sustainability, companies that improve their operational efficiency by reducing waste are building long-term business viability and success.

#### The Strong Business Case for Sustainability

By building a business case for sustainability, the EPA shows that reducing waste is a highly profitable way to respond to regulatory constraints, while at the same time accessing new customers, strengthening the brand, building public trust, and being well-positioned to respond to any new opportunities that might increase its competitive advantage. - <https://epa.gov/sustainability/sustainable-manufacturing>

#### Opportunities in Clean Technology/Renewable Energy

Time Manufacturing Company Lightweights Units to Improve Safety and Efficiency

#### Fleets Can Do More Than Go Hybrid - Lightweighting Makes an Impact

The U.S. Department of Energy states that for every 100 pounds of weight added to a vehicle, MPG is reduced by up to 2 percent. Conversely, by reducing vehicle weight, MPG is increased, saving fleets money. Many fleets are going green by incorporating hybrid and CNG trucks, but they shouldn't stop there. By incorporating lightweight composite truck bodies, fleets will continue to see improved return on investment.

#### BrandFX - Fiberglass Division - Advanced Composite Materials

BrandFX advanced composite truck bodies allow fleets to downsize the weight of their equipment with minimal impact on payload. That means thousands of dollars in bottom line life cycle savings per fleet unit. Data suggests that by taking advantage of truck rightsizing, alternative fuels and lightweight materials, fleets can accomplish up to 50% fuel savings as well. Lightweight, long-lasting truck bodies have lower emissions and lower maintenance costs.

BrandFX manufactures truck bodies from advanced composite materials which prove not only to be lighter than steel, stronger than aluminum, but also have enumerable environmental advantages by being lightweight. Many of the truck body units sold are transferred to new chassis and many are seen in operation more than 30 years after their purchase date. Time Manufacturing Company's acquisition of BrandFX enabled resources to extend manufacturing to include buckets and booms.

#### Versalift ePTO Systems Reduce Environmental Impact

#### Versalift Provides Power Source Solutions

Versalift creates aerial lift equipment with the future in mind. The solution for how to run multiple mechanical systems using one vehicle's power source has been in development by Versalift for decades. Versalift offers their customers Electric Drive™.

#### Electric Drive™ Saves Fuel and Improves Efficiency

Versalift delivers the highest levels of safety, quality and reliability to its customers every day. The cost savings and reduced environmental impact that can be found within the Versalift Green Initiative represent another way the company delivers value to its customers.

Electric Drive™ offers fleet managers a way to save fuel and improve efficiency by powering the lift and other functional systems of a bucket truck without running its engine.

#### Electric Drive™ Advantages

Electric Drive™ operates during aerial run time and includes features like full flow for hydraulic tool circuit operation, battery recharge of existing truck alternator, and full power-to-tool circuit operation. During its nearly 40 years of field operation, Electric Drive™ has been extensively tested and proven to create significant savings on fleet fuel costs. With Electric Drive™, fleets can eliminate idle time, spend less money on fuel, stop contributing to noise pollution, decrease the amount of emissions from your truck, eliminate tailpipe emissions while working at the site, minimize impact on payload and reduce maintenance costs.

#### Ruthmann, a Time Manufacturing Company Brand, a Leader in Wind Energy Blade Maintenance

#### The United States Increases Wind Energy Initiatives

Wind generated electricity now accounts for approximately 8.5% of total output in the United States, and approximately 45% of sustainably generated electric power. Electric power generated by wind is remarkably inexpensive to produce once the infrastructure is in place. The states of Texas and Oklahoma, which are perhaps best known as big oil states, also happen to be the nation's leaders in wind-generated electricity. This is not an accident: wind-generated electricity is currently the most efficient application of renewable energy generation. The most effective and efficient way to service and maintain wind turbines is through the use of high access work platforms reaching in excess of 200 feet.

		<p>Ruthmann, a Time Manufacturing brand, Supports the Wind Energy Industry High access work platforms are an integral part of wind energy installation, maintenance and repair. Ruthmann high access work platforms are a wind energy industry leader and directly contribute to how wind energy will succeed in generating greater amounts of electric power.</p> <p>Principally through Ruthmann, but also through its other high reach brands, Time Manufacturing Company supports the wind-powered electricity generation and wind farm maintenance industries in the United States, and around the world, deploying wind-turbine blade maintenance units to organizations across Europe, Africa, Asia and South America.</p> <p>Safer and More Reliable Wind Energy Production with Ruthmann Equipment Internationally, Ruthmann is known for its high reach innovations designed to support the wind energy industry. Ruthmann engineers design units with enormous reach on relatively lightweight work platforms. At heights commonly exceeding 200 feet, these units are capable of remaining highly stable at full working height and load in windy conditions, ensuring efficiency and safety of wind energy technicians. Ruthmann high access work platforms stow quickly, designed to return to their stowed traveling position in minutes. Exceeding dielectric testing of ANSI and OSHA, they offer the highest quality of safety for effective installation, blade/turbine maintenance, repair and inspection of wind turbines and blades.</p>
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.	Not Applicable
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.	Not Applicable
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?	<p>Time Manufacturing Company brands offer a complete solution to Sourcewell members in our family of utility vehicles and equipment - bucket trucks, high access aeriels, compact aeriels, service trucks, cable placers and digger derricks. We support our customers by providing a complete fleet solution through hundreds of locations across North America. This complete fleet solution includes sales, service, parts, equipment testing, onsite and virtual training, equipment financing, warranty service, used equipment and short term rental solutions.</p> <p>Since the company has both manufacturer-owned, and also 3rd party distributors, service centers, and parts suppliers, we can provide Sourcewell members with everything that they need to keep our products in service, on the jobsite, and performing the work that they were designed to do. In addition, since Time Manufacturing Company provides Sourcewell with a dedicated liaison, we can ensure that Sourcewell members will know who to contact and where to find answers.</p> <p>Having multiple brands across multiple industries allows Time Manufacturing Company the unique ability to employ economies of scale to achieve more competitive supply chain function. As a large organization with manufacturing facilities on several continents, we can leverage internal teams to help meet demand, even when global forces make this difficult for the industry.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	All products are covered (parts and labor) for a period of one year from the date of service. In addition, longer term warranties are available for an additional charge. Warranties are valid throughout the term, can be extended for additional periods, and can be serviced through any of our manufacturer-owned, or 3rd party distribution partners in every state.
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only limitations of warranty coverage is abuse of the equipment or failure to adhere to the periodic maintenance schedule.
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Travel is covered for a period of thirty (30) days.
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?	All geographic areas in the U.S. are covered. Sourcewell members will be able to access certified technicians to perform warranty repairs, as Time Manufacturing Company distributors cover the entire United States and Canada.
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?	Time Manufacturing Company covers and manages all warranty claims for components used in the assembly of our equipment. During the warranty periods, our team covers all items.
50	What are your proposed exchange and return programs and policies?	While we do not have an exchange program, the return policy is thirty (30) days from date of sale. Warrantied parts can be returned via RMA for credit. Electronic components are not available for return due to their sensitive nature. Our company's products are known for their reliability and longevity. This in turn gives them a better than average retained value as they age. We recommend that unit should be traded in towards a new product at planned intervals and have our Utility Truck Trader brand to facilitate this.
51	Describe any service contract options for the items included in your proposal.	Two extended warranty periods are available

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

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	NET 30 Time Manufacturing Company facilitates multiple payment, financing, flexible leasing, and transfer options with a dedicated Versalift Capital division with dedicated staff to help facilities purchase and payment through disposition. More information is available at <a href="https://versalift.com/capital">https://versalift.com/capital</a>
53	Describe any leasing or financing options available for use by educational or governmental entities.	YES, details and contact information can be found at <a href="https://versalift.com/versalift-capital/">https://versalift.com/versalift-capital/</a>  Versalift Capital offers industry knowledge, responsiveness and personal service to fleet and contractor customers across North America. We can offer competitive financing options because we know our equipment, its durability, and its residual value better than anyone else. We have extremely competitive programs for the single lift buyer, a private or investor owned utility or a municipality with hundreds in their fleet.  We offer Operating (Fair Market Value) Leases which are based on a residual purchase option at the end of the lease. This allows you to structure your lease for the period of time you will need to use the equipment and decide at the end if you want to buy it or walk away. Operating lease programs are also available with a fixed price Early Buyout Option (EBO).  Capital (\$1 out) Leases are very similar to a traditional loan, in that you finance the cost of the purchase over time with a resulting final payment of \$1 which then transfers ownership. The advantage of Capital Leases over Purchase Financing is in regard to the rules of ownership whereby Capital leases remain operation expenses from an accounting standpoint throughout the length of the lease.  Terminal Rental Adjustment Clause (TRAC) Leases combine all of the advantages of leasing while retaining an option to buy out the equipment at the end of the lease at an agreed upon residual value. This is particularly attractive with Versalift High Reach equipment as they have been known to remain in service for over 30 years
54	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.	Sourcewell member purchase orders will be processed directly through Versalift (Time Manufacturing Company) only. Upon receipt of purchase orders, they are stamped and identified as "SOURCEWELL", therefore all processes including order entry, installation, invoicing, etc. are referenced to Sourcewell. During invoicing, Accounting documents each sale to a Sourcewell account, which generates total sales along with Sourcewell administrative fees calculated for quarterly reporting.
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we accept P-cards

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See attached price spreadsheet.
57	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.	Base pricing reflects a 30% percentage discount off our standard price of the aerial portion only. Accessory pricing reflects a 15% discount off standard prices.
58	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity Discounts: 2 to 4 -1% 5 to 10 - 2% 11 to 20 - 3% 21 plus - 4%
59	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.	Open market items requested by the Sourcewell member will be included in the quote and identified as "Open market Item."
60	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.	NONE
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All Sourcewell sales are FOB our installation locations. (See Distributor Map) Because these installation locations are positioned throughout the country and Canada, delivery costs are kept at a minimum to the Sourcewell member. Delivery freight will be quoted from these locations to the end user at a rate of \$2.27 per mile. All deliveries are set up by Company or arranged through our install distributor.
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In addition to shipping process above in Item 61, any additional off shore freight charges to the nearest port will be quoted to the Sourcewell member during the quoting process.
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All Sourcewell sales are FOB our installation locations. (See Distributor Map) Because these installation locations are positioned throughout the country and Canada, delivery costs are kept at a minimum to the NJPA member.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcwell members receive a significant discount when compared to our typical customers.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	A Sourcwell work procedure form was developed to self audit each NJPA order from receipt of purchase order to filing NJPA administration fee. Each individual form will be included in the job file.
66	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.	All information regarding customers, products, service, warranty claims, and customer satisfaction are recorded for all customer of Time Manufacturing Company. This information is shared through our internal dashboarding system and transparently shown to all stakeholders relevant to the sale.
67	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	A 2% administrative fee will be paid to Sourcwell calculated on sales under this contract.

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>A Portfolio of Innovation</p> <p>Time Manufacturing Company has a portfolio of industry-leading brands that are all known for their innovative products.</p> <ul style="list-style-type: none"> <li>• Versalift provides state-of-the-art lightweight, durable aerial lifts from 29 to 180 feet. Additionally, the company manufactures digger derricks, cable placers, high reach aeriels and provides service coverage across the United States and Canada.</li> <li>• BrandFX provides lightweight, advanced composite truck Line &amp; Service truck bodies that improve payload capacity, improve fuel efficiency and reduce wear on basic systems such as brakes and suspension. Additionally, the company offers a full suite of Topper and Tonneau covers that improve function and security for lightweight commercial vehicles. The vertically integrated company also manufactures Booms and Buckets.</li> <li>• Aspen Aeriels is the leading North American manufacturer of bridge inspection equipment. Headquartered in Duluth, MN, the company provides innovative bridge inspection equipment that can be found in every US State, and hosts a popular service and operation school for its equipment.</li> <li>• Ruthmann is a leading manufacturer of aerial lifts in Europe and now available in North America. The company's innovative product line includes the most capable high reach aerial work platforms at 90 meters in North America. Ruthmann high access aerial lifts are used to service wind turbines and blades.</li> </ul> <p>Time Manufacturing Company websites are organized to help you quickly obtain detailed information on each family of products including spec sheets and contact information. The flagship websites can be found at:</p> <ul style="list-style-type: none"> <li>• <a href="https://versalift.com/">https://versalift.com/</a></li> <li>• <a href="https://brandfxbody.com/">https://brandfxbody.com/</a></li> <li>• <a href="https://www.ruthmannreachmaster.com/">https://www.ruthmannreachmaster.com/</a></li> <li>• <a href="https://aspenaeriels.com/">https://aspenaeriels.com/</a></li> </ul>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Versalift - Aerial Lifts With a Lower True Cost of Ownership</p> <p>Versalift provides fleets with lower true cost of ownership through smarter and more reliable design. Through the use of stronger, lightweight materials, Versalift equipment is safer and more reliable, while being easier to maintain. (Sustainability, p.7)</p> <p>Versalift End Markets</p> <ul style="list-style-type: none"> <li>• Telecommunications Construction &amp; Maintenance</li> <li>• Electric Utility Distribution and Transmission Construction &amp; Maintenance</li> <li>• Forestry, Line Clearing, Tree care</li> <li>• Gas, Oil, and Mining Inspection</li> <li>• Sign, Light &amp; Signal Maintenance</li> <li>• Residential &amp; Commercial Services Fleet and Building Maintenance</li> <li>• Wind Turbine Blade Maintenance</li> <li>• Other Construction Applications</li> </ul> <p>BrandFX Advanced Composite - Fiberglass Division</p> <p>Brand FX was acquired by Time Manufacturing Company in 2019. As a vertically integrated fiberglass division manufacturing advanced lightweight composite Bodies, Boom, and Buckets for the Line and Service Worktrucks. BrandFX sells to both internal Versalift and also external OEM and retail fleet end-markets.</p> <ul style="list-style-type: none"> <li>• Telecommunications</li> <li>• Construction</li> <li>• Roadside Mechanics</li> <li>• Agriculture</li> <li>• Electric Utility</li> <li>• Forestry, Line Clearing, Tree care</li> <li>• Gas, Oil, and Water Utilities</li> <li>• Sign, Light &amp; Signal Maintenance</li> <li>• HVAC and Plumbing</li> <li>• Pest Control</li> <li>• Commercial Fleets</li> </ul> <p>Aspen Aeriels Supports Industries that Strengthen our Infrastructure</p> <p>Aspen Aeriels provides world-class bridge inspection equipment to bridge engineering and inspection companies and government entities in the United States and Europe. Recent infrastructure and public safety legislation will ensure the improvement and maintenance of more than 45,000 American bridges. Aspen Aeriels, a Time Manufacturing Company brand, is growing its capacity to meet significant demand for bridge inspection and repair services across the United States.</p> <p>Ruthmann - European Manufacturer Of Aerial Work Platforms</p> <p>Ruthmann goes to market under the brands Ruthmann, Steiger, Ecoline, and Bluelift. The company's line of aerial lift devices expand Time Manufacturing Company's offering to include Wind Turbine Blade Maintenance business in North America as well as support the many specialized access needs of telecommunications, electric utility and other essential end customers around the world. The Blueline, JIBBI, and BIBBI products are also used for building maintenance activities.</p>

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

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

Line Item	Category or Type	Offered *	Comments
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
73	Utility locating equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available

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

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

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

**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](#) - 2022 Sourcwell Price List.xlsx - Wednesday November 03, 2021 13:04:49
- [Financial Strength and Stability](#) - FS - Time Manufacturing - 12-31-20 - Final.pdf - Wednesday November 03, 2021 13:05:07
- [Marketing Plan/Samples](#) - Sourcwell RFP 2021 - Marketing & Training Plan - TIME MANUFACTURING COMPANY.pdf - Tuesday November 02, 2021 14:41:32
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - STANDARD Warranty Statement.pdf - Wednesday November 03, 2021 13:05:23
- [Standard Transaction Document Samples](#) - Sourcwell Sales Order Acknowledgement.pdf - Wednesday November 03, 2021 14:56:00
- [Upload Additional Document](#) - Certificate of Insurance.pdf - Wednesday November 03, 2021 14:32:08

## 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. - Stan Tomchesson, Government Contracts Sales Coordinator, Time Manufacturing Company

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_4_Public_Utility_Equipment_RFP_110421</b> Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Public_Utility_Equipment_RFP_110421</b> Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Public_Utility_Equipment_RFP_110421</b> Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Public_Utility_Equipment_RFP_110421</b> Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1