

**MASTER AGREEMENT #091125****CATEGORY: Public Utility Equipment with Related Accessories and Supplies****SUPPLIER: Time Manufacturing Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Time Manufacturing Company, 7601 Imperial Drive, PO Box 20368, Waco, TX 76712 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 9, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 091125 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Public Utility Equipment with Related Accessories and Supplies including, but not limited to:
 - a. Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):
 - i. Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.;
 - ii. Digger derricks;
 - iii. Cable placing, pulling, and tensioning equipment; and,
 - iv. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
 - b. Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 1. a. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
 - Participating Entity Contact Email Address;
 - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
 - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
 - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.
 - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

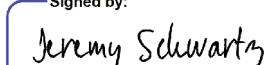
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

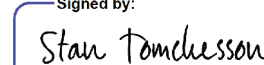
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Time Manufacturing Company

Signed by:

 C0FD2A139D06489...

Signed by:

 0FDFAF837C74435...

By: _____

By: _____

Jeremy Schwartz

Stan Tomchesson

Title: Chief Procurement Officer

Title: Government Contract Sales Coordinator

Date: 4/8/2026 | 9:52 AM CDT

Date: 4/8/2026 | 8:26 AM CDT

RFP 091125 - Public Utility Equipment with Related Accessories and Supplies

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: Tuesday August 12, 2025 09:34:08
Submitted On: Wednesday September 10, 2025 13:23:24
Submitted By: Stan Tomchesson
Email: stantomchesson@versalift.com
Transaction #: cc6f0198-45a0-4fcf-82ac-9a67823976b8
Submitter's IP Address: 147.243.190.42

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Time Manufacturing Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Time Manufacturing Company Brands include: Versalift, BrandFX, Ruthmann, Steiger, Ecoline, Eagle. Blueline, & Aspen Aerials
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code-0D7C9 UEI #-QT3WKHKJX1G7
5	Provide your NAICS code applicable to Solutions proposed.	333923
6	Proposer Physical Address:	Time Manufacturing Company 7601 Imperial Drive P.O. Box 20368 Waco, Texas 76712
7	Proposer website address (or addresses):	Versalift.com, Brandfxbody.com, Ruthmannreachmaster.com, Aspenaerials.com
8	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):	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
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	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
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Brief History of Time Manufacturing Company 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 & 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>Global Growth at Time Manufacturing Company 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. 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>Core Values & Business Philosophy of Time Manufacturing Company 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>12</p>	<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 Sourcewell members, to be a core element of its business model. In order to better serve Sourcewell participating members, we have developed a Government Services website, which can be viewed at https://versalift.com/government. With a staff that is dedicated to serving Sourcewell 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 Sourcewell 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 Sourcewell members have quick and reliable access to routine maintenance, equipment service and testing, parts, and training. The company's RFP response and Sourcewell Response programs are now integrated into our Government Contract department with a dedicated Sales Coordination team that is well trained on Sourcewell 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 Sourcewell leads.</p>
<p>13</p>	<p>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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>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</p>

14	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.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In May of 2025 Time Manufacturing Company partnered with Drive Products. 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	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	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 thirdparty 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." (https://versalift.com/distribution). 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.	*
18	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.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Does not apply.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	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. 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.	*
21	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 and 2nd Sourcewell RFP awards. Our sales goals include materially improving these numbers throughout the next contract period.	*

22	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 and 2nd Sourcewell RFP awards. Our sales goals include materially improving these numbers throughout the next contract period.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	As the manufacturer, we do not hold regional contracts. However we have hundreds of distributordealers	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Borough of Glen Rock, NJ.	Bob Buono	201-670-3958	*
Clallum County PUD, WA.	John Fletcher	360-565-3243	*
City of Coleman, TX.	Jimmy Williams	325-240-9505	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	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. 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.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our distributor networks in the United States 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.	*

28	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. 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 https://parts.versalift.com. 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>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sourcewell 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 Sourcewell Contract Administration team directly.</p> <p>https://versalift.com/government/ 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>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Service requests at Versalift can be made several ways:</p> <ul style="list-style-type: none"> • Directly contacting any one of numerous locations in every state through a Versalift Certified Service Center • Visiting versalift.com/service and submitting a request online 24 hours a day, 7 days a week • Calling our toll free customer support center at 1-866-LIFT-U-UP from anywhere in the contiguous United States <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 serviceonly, 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 https://BrandFXbody.com/contact</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 https://aspnaerials.com/contact 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 closeout 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>

31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	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. 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.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Time Manufacturing Company has a partnership with Drive Products in Canada offering full sales and service. Further BrandFX with its 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 facility in America, we are proud to bring a unique set of high reach products to Canada. 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.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None. We have dedicated teams to service all areas.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None. We have capable distributorship that can handle Hawaii, Alaska, and U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Time Manufacturing Company promotes this contract through a targeted, multi-channel marketing strategy designed to reach and support Sourcwell members. Our dedicated Government Services hub at https://versalift.com/government provides members with direct access to our team, contract details, and tools to identify the right equipment. Across our family of websites—including Versalift.com, TimeMFG.com, BrandFXBody.com, AspenAerials.com, RuthmannReachmaster.com, TRLRents.com, and UtilityTruckTrader.com—members can search by industry, fleet application, working height, or product type, and use a custom-built comparison tool to evaluate equipment. Full specifications, technical data, and engineering contacts are also available to simplify procurement.</p> <p>Our marketing team applies a stakeholder persona model to create tailored resources for utilities, telecommunications, traffic and lighting, forestry, wind energy, aviation, and municipal organizations. Through targeted SEO and content development, our sites consistently rank on Page 1 for over 150 industry-relevant keywords, driving more than 25,000 monthly visits in 2025. We also promote the contract through segmented email campaigns, social media, webinars, and case studies that highlight product applications and success stories relevant to government buyers.</p> <p>In addition, our distributor and dealer network supports contract awareness through co-branded marketing materials and landing pages, ensuring consistent promotion nationwide. This combined approach makes the contract easy to find, understand, and use while giving Sourcwell members efficient access to the right equipment and expertise.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Time Manufacturing Company leverages advanced digital platforms and data-driven insights to strengthen marketing effectiveness and customer engagement. Our network of brand websites supports sales, service, parts, warranty, and training, and each site is optimized for speed, mobile accessibility, and user experience.</p> <p>We apply website analytics and tracking tools to monitor audience behavior, lead generation, and product engagement. Data is reviewed regularly and shared through a company-wide dashboard, enabling leadership to align marketing strategies with sales, supply chain, and customer service needs. This ensures we not only understand customer behavior but also anticipate future demand.</p> <p>Our social media channels, updated daily by a dedicated coordinator, extend contract visibility and product awareness through consistent, targeted messaging. Content includes product demonstrations, safety highlights, industry insights, and customer success stories, all tailored to key market sectors.</p> <p>To personalize engagement, we integrate our websites with a top-tier Customer Relationship Management (CRM) system, enabling our teams to track communications, view order history, and provide responsive support. Additionally, Sourcewell members benefit from our Global Partner Program Portal, which allows customers to log in from any device to access part lists, place orders, track service dates, and schedule maintenance by unit serial number. Together, these tools ensure our digital strategy is measurable, efficient, and customer-focused, making it easier for Sourcewell members to access resources, stay informed, and manage their fleets effectively.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement 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. Sourcewell Sales Meetings 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>Dedicated Sourcewell Website 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>Integrated Marketing 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>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Time Manufacturing Company supports e-procurement through a combination of direct sales support and our proprietary Global Partner Program Portal. Because our equipment is highly configurable with many optional features, initial product orders are typically placed through our sales team to ensure Sourcewell members receive the right specifications for their needs.</p> <p>For parts, service, and ongoing support, our Global Partner Program Portal provides a secure, web-based platform accessible from any device. Through the portal, government and educational customers can view part lists, place orders, track shipments, review service history, and schedule maintenance by unit serial number. Originally developed for our largest strategic accounts, the system is now fully available to all Sourcewell contract customers.</p> <p>This e-procurement capability simplifies fleet management, improves order accuracy, and ensures that public agencies and schools can efficiently maintain their equipment while benefiting from streamlined digital access.</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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<p>41</p>	<p>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>	<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. 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. 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. 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. 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. https://versalift.com/aerial-lift-training/</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>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<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. 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. SlopeMax - Technical ExplanationA 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. 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>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<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. Time Manufacturing is committed to a goal of zero environmental occurrences in our operations. We will accomplish this goal by: 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. “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</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Not Applicable</p>
<p>45</p>	<p>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>	<p>Time Manufacturing Company brands offer a complete solution to Sourcewell members in our family of utility vehicles and equipment - bucket trucks, high access aerials, compact aerials, 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. 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. 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 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	None
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	None

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	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.

56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Details and contact information can be found at https://versalift.com/versalift-capital/</p> <p>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.</p> <p>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.</p> <p>Operating lease programs are also available with a fixed price Early Buyout Option (EBO).</p> <p>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.</p> <p>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</p>	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>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,</p> <p>Accounting documents each sale to a Sourcewell account, which generates total sales along with Sourcewell administrative fees calculated for quarterly reporting.</p>	*
58	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	*
59	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 uploaded price spreadsheet. This spreadsheet includes standard / list pricing along with Sourcewell discounted prices for Versalift, Aspen Aerial, and Ruthmann products and accessories.	*
60	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.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Quantity Discounts:</p> <ul style="list-style-type: none"> 2 to 4 -1% 5 to 10 – 2% 11 to 20 – 3% 21 plus – 4% 	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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."	*

63	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.	*
64	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. 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 \$2.50 per mile. All deliveries are set up by Company or arranged through our install distributor	*
65	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 64, any additional off shore freight charges to the nearest port will be quoted to the Sourcewell member during the quoting process.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All Sourcewell sales are FOB our installation locations. Because these installation locations are positioned throughout the country and Canada, delivery costs are kept at a minimum to the Sourcewell member.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	A Sourcewell work procedure form was developed to self audit each Sourcewell order from receipt of purchase order to filing Sourcewell administration fee. Each individual form will be included in the job file.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	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.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	A 2% administrative fee will be paid to Sourcewell calculated on sales under this contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	None

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
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<p>71</p>	<p>Provide a detailed description of all the Solutions offered, including used solutions if applicable, offered in the proposal.</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"> • 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. • BrandFX provides lightweight, advanced composite truck Line & 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. • Aspen Aerials is the leading North American manufacturer of bridge inspection equipment. Headquartered in Duluth, MN, the company provides innovative bridge inspection equipment that can found in every US State, and hosts a popular service and operation school for its equipment. • 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. <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"> • https://versalift.com/ • https://brandfxbody.com/ • https://www.ruthmannreachmaster.com/ • https://aspnaerials.com/
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72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</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"> • Telecommunications Construction & Maintenance • Electric Utility Distribution and Transmission Construction & Maintenance • Forestry, Line Clearing, Tree care • Gas, Oil, and Mining Inspection • Sign, Light & Signal Maintenance • Residential & Commercial Services Fleet and Building Maintenance • Wind Turbine Blade Maintenance • Other Construction Applications <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 endmarkets.</p> <ul style="list-style-type: none"> • Telecommunications • Construction • Roadside Mechanics • Agriculture • Electric Utility • Forestry, Line Clearing, Tree care • Gas, Oil, and Water Utilities • Sign, Light & Signal Maintenance • HVAC and Plumbing • Pest Control • Commercial Fleets <p>Aspen Aerials Supports Industries that Strengthen our Infrastructure</p> <p>Aspen Aerials 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.</p> <p>Aspen Aerials, 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>
73	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p>	<p>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. The only limitations of warranty coverage is abuse of the equipment or failure to adhere to the periodic maintenance schedule. Travel is covered for a period of thirty (30) days. 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. 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. 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.</p>
74	<p>Describe any service contract options or extended warranties being offered with your proposal.</p>	<p>Two extended warranty periods are available.</p>

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
75	Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available *
76	Digger derricks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available *
77	Cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available *
78	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	N/A *
79	Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 75 - 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete fleet solutions are available *

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - 2026 Sourcwell Price Lists.xlsx - Wednesday September 10, 2025 10:11:30
- [Financial Strength and Stability](#) - Consolidated Financial Statement 2024 and 2023.pdf - Wednesday September 10, 2025 12:53:29
- [Marketing Plan/Samples](#) - Sourcwell Marketing.pdf - Wednesday September 10, 2025 09:12:12
- [WMBE/MBE/SBE or Related Certificates](#) - EEO1_2024_C018653_C018653_2.pdf - Tuesday September 09, 2025 13:36:24
- [Standard Transaction Document Samples](#) - Transaction Samples.pdf - Wednesday September 10, 2025 09:55:54
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Sourcwell updated.pdf - Tuesday September 09, 2025 07:53:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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 obligations contemplated in the solicitation proposal.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Public_Utility_Equipment_RFP_091125 Mon August 4 2025 05:46 PM	<input checked="" type="checkbox"/>	1