



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and MAC Trailer Enterprises, Inc., 14599 Commerce St. NE, Alliance, OH 44601 (Supplier).

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

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

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

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

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

*4. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

## **22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

MAC Trailer Enterprises, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/15/2022 | 12:28 PM CST

DocuSigned by:  
*Bill McKenzie*  
By: C9DCFAC14683448...  
Bill McKenzie  
Title: President of Sales  
Date: 12/19/2022 | 12:34 PM PST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/19/2022 | 2:34 PM CST

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

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## Vendor Details

Company Name: MAC Trailer Manufacturing, Inc.  
Does your company conduct business under any other name? If yes, please state: MAC Enterprises  
Address: 14599 Commerce Street  
Alliance, Ohio 44601  
Contact: Shawn Fredritz  
Email: sfredritz@mactrailer.com  
Phone: 330-428-3092  
Fax: 330-823-0232  
HST#: 34-1721893

## Submission Details

Created On: Thursday August 11, 2022 15:41:16  
Submitted On: Thursday September 29, 2022 05:26:24  
Submitted By: Shawn Fredritz  
Email: sfredritz@mactrailer.com  
Transaction #: 5a6b5c5c-72a7-4a6c-bdd5-20a2ecee2c5e  
Submitter's IP Address: 12.146.252.130

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	MAC Trailer Enterprises, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	MAC Refuse Trailer, Inc. – Alliance, Ohio MAC Manufacturing, Inc. – Salem, Ohio MAC Trailer Manufacturing, Inc. – Alliance, Ohio MAC Trailer Texas, Inc. – Haslet, Texas MAC Trailer of Oklahoma, Inc. – Davis, Oklahoma MAC Service, Inc. MAC Trailer Sales, Inc. MAC Trailer Aftermarket Parts, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	No assumed names or DBA names for lines 1 and 2 of bid.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1V3N6
5	Proposer Physical Address:	14599 Commerce St NE, Alliance, Ohio 44601
6	Proposer website address (or addresses):	www.mactrailer.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Bill McKenzie, President of Sales, 14599 Commerce St NE, Alliance, OH 44601, 1-800-795-8454
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Shawn Fredritz, Reginal Sales Manager, 14599 Commerce St NE, Alliance, OH 44601, 330-428-3092
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	MAC Trailer was founded in 1994 by Michael A. Conny, originating as a one-man team in a single bay garage. Mike started out as a wreck and repair facility in Alliance, Ohio and quickly grew his business into one of the leading trailer manufacturers in the country, starting with dump trailers. MAC Trailer Enterprises now produces end dumps, bottom dumps, flatbeds, transfers, dry bulk pneumatic tanks, liquid tank trailers, and straight truck bodies – all proudly built in the United States of America. Over the last 28 years, MAC Trailer has experienced exponential growth, and now maintains multiple trailer brands supported by 14 manufacturing facilities across 8 states, as well as a service center, aftermarket parts department, and state of the art research and development center that is revolutionary in the trailer industry. Additionally, MAC Trailer provides a robust authorized dealer network within the United States and Canada to allow customers access to purchase trailers local to them. This has allowed the enterprise to meet the needs of our customers and dealers in a timely manner, reduce transportation costs, and provide excellent customer service. MAC Trailer Enterprises understands the importance of today's evolving market and the necessity to build a product that allows customers to remain competitive. Our advanced trailer design helps reduce weight, optimize payloads, and enhance ergonomics to increase overall profitability. Our philosophy is to listen and learn from our customers and pursue continuous improvement through strong leadership and dedicated employees while providing added value in our product.	*
11	What are your company's expectations in the event of an award?	MAC Trailer currently sells to many government/ municipal entities across the United States through bid opportunities. In the bid situation, usually the lowest price is awarded, even if your trailer/ product is better. Many of these municipalities are looking for a way to purchase the trailer/ product that they want, regardless of the price, so they can get a higher quality product. Being an approved Sourcewell Vendor would give us this toll to promote with these municipalities as a way to purchase our trailers/ products without having to go out to bid where they may risk having to buy a lower quality trailer/ product due to cheaper pricing. Sourcewell Vendor would give us this tool to provide our trailers to more municipalities around the United States.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached MAC Enterprises financial information in upload section.	*
13	What is your US market share for the solutions that you are proposing?	Dumps – 40% Flatbeds / Drop Decks – 35% Transfers – 66% Pneumatics – 32%	*
14	What is your Canadian market share for the solutions that you are proposing?	Dumps – 39% Flatbeds / Drop Decks – 33% Transfers – 63% Pneumatics – 30%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MAC Enterprises has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MAC Enterprises would be considered a Manufacturer of trailers for this Sourcewell Bid. We manufacture the trailers that would be sold. MAC Enterprises has 12 regional sales managers who work with our 133 dealer locations across the United States and Canada. The MAC Dealers are independently owned, apart from MAC Enterprises. As customers or leads come to MAC Trailer, these are channeled to the regional sales manager for the territory that the customer is located. The regional sales manager will then work with the MAC dealer and their sales person to contact the customer, get their information and what their needs are and then provide a quote and pricing to the customer. If or when the quote becomes an order, the dealer or MAC sales manager will get a signed spec/ order, turn it into inside sales and then the unit will get scheduled to build. Once the unit is built the customer can either pick the trailer up at MAC Trailer or it can be delivered to the dealer or the customer's location. The MAC sales manager and or dealer sales person will then go over trailer with customer to ensure all their needs were met.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MAC Enterprises holds dealer's license in Oklahoma, Ohio and Washington. We also hold Manufacturer's license in Louisiana and California.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No suspension or debarment for MAC Enterprises.	*

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

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Here are some recent Business awards that MAC Enterprises has received recognition for: 2018 Canton, Ohio Regional Chamber of Commerce "Business Excellence Award." 2019 United Way of Greater Stark County's Women United Family Workplace Award for companies with 500+ employees. 2019 Salem, Ohio Chamber of Commerce Salem Large Business of the Year Award. 2019 Alliance Industrial Solutions Group Smart Business Evolution of Manufacturing Award.	*
20	What percentage of your sales are to the governmental sector in the past three years	On average, for the last years roughly 5% to 7% of our sales are to the government or municipal sector. Many of these sales have been through direct bids being submitted and through the Florida Sheriff's Association Bid.	*
21	What percentage of your sales are to the education sector in the past three years	None of our sales would be in the education sector. MAC Enterprises manufactures trailers for the trucking industry and has not manufactured any trailers for the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MAC Enterprises is currently on the Florida Sheriff's Association Bid Contract with our dealer in Florida, Trucks & Parts of Tampa, LLC. With Trucks & Parts, we have averaged selling 39 trailers per year for the last 3 years for an average of \$3,311,050.00 in trailer sales for the last 3 years with the Florida Sheriff's Association Bid Contract. (2019, 2020 and 2021.)	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	MAC Trailer does not currently does not hold any GSA Contracts or Standing Offers and Supply Arrangements. (SOSA)	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Orange County Solid Waste 5901 Young Pine Road Orlando, FL 32829	Allan Cole	407-836-6622	*
Seminole County 500 W Lake Mary Blvd Sanford, FL 32773	Tom Mills	386-956-8126	*
Volusia County 123 W Indiana Ave 3rd Floor Deland, FL 32720	Mark Butler	386-943-7889	*

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

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Miami- Dade County	Government	Florida - FL	Manufactured compactor compatible walking floor trailers.	30 trailers in 2020, 24 trailers in 2021 and have on order 24 trailers for 2022.	2020: \$2,855,910.00 2021: \$2,309,960.00 2022: \$3,008,328.00
Seminole County	Government	Florida - FL	Manufactured open top walking floor trailers.	4 trailers in 2019, 2 trailers in 2020, 2 trailers in 2021 and 2 trailers in 2022.	Total 2019 to 2022: \$753,064.00
City of Clearwater	Government	Florida - FL	Manufacture open top walking floor trailers.	8 trailers in 2019 and 1 trailer in 2020.	Total for 2019 and 2020: \$769,800.00
Volusia County	Government	Florida - FL	Manufacture open top walking floor trailers.	3 trailers in 2020, 2 trailers in 2021 and 3 trailers in 2022.	Total for 2020 to 2022: \$705,246.00.
City of Myrtle Beach	Government	South Carolina - SC	Manufacture open top walking floor trailers.	6 trailers in 2021 and 2 trailers in 2022.	Total for 2021 and 2022: \$631,778.00.

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

Describe your company's capability to meet the needs of Sourcwell 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.	MAC Enterprises is proud to employ one of the most knowledgeable sales staff's in the industry. We currently have 4 Product Managers, one for Waste Trailers, one for Dump Trailers, one for Pneumatic Tank Trailers and one for Platform Trailers. These product managers oversee the products being built, work with the regional salesmen and their dealers and work with the manufacturing leaders and engineering to develop, design and improve ways to make our trailers and products better. MAC Trailer then employs 12 Regional Sales Managers. These sales managers each have a territory to cover to work with Dealers in their territory and customers as well. These 12 Regional Sales Managers report to both the Product Managers and the President of Sales for MAC Enterprises. Working together, the whole sales department covers all 50 US States and all of Canada. (A list of the MAC Sales Staff is uploaded along with the marketing section for uploads.)
27	Dealer network or other distribution methods.	MAC Enterprises currently has 133 dealer locations across the United States and Canada. These dealer locations are privately owned companies, separate from MAC Enterprises. Each dealer works together with the MAC Regional Sales Manager for the territory that they are located in. The MAC sales manager will work with each dealership and their sales staff to visit and call on customers, funnel leads and phone calls to them, work on trailers quotes and pricing with them and the main goal, sell and service new and existing customers with the MAC Product. Each MAC Dealer will have stock trailers either on-order or on the schedule to be built. On top of having trailer inventory, they are to have parts inventory and availability as well. The majority of our dealerships have service departments as well, to handle trailer service, repair and warranty items. (A list of all MAC Certified Dealership locations is uploaded with the marketing section for uploads.)
28	Service force.	MAC Enterprises has a central Service Facility located at 14504 Commerce Street, Alliance OH 44601. This services facility covers 80,000 square feet, has 27 service bays and employs 30 service mechanics. Our service facility has the ability to repair trailers of any make or type. Our dealer locations across the United States and Canada also have service facilities to handle trailer service and repair in case a customer cannot bring their trailer to the Alliance, Ohio location for repair work.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The ordering process for MAC Enterprises starts out as a quote with the customer. This quote is done either by a MAC sales representative or by a sales representative from one of our dealers. The pricing is reviewed by the office and the quote is then presented to the customer. If or when the customer decides to place an order, a signed spec sheet/ order confirmation is required from the customer. (If a PO is issued by customer, this is turned in as well.) The order is then turned into our inside sales staff by either our sales rep or the dealer sales rep. The MAC Trailer inside sales staff then creates a serial number and job number for the trailer order, turns the spec into purchasing and engineering and schedules the trailer for a start and completion date. The spec with full serial number and build and completion dates are then sent to the dealer and customer for their records. Before any unit is built, our engineering staff will design/ draw/ model the trailer in full and then these drawings are sent to the dealer/ customer to review and accept. Once accepted by the customer, drawings are then released to the shop for production and the unit is built.	*
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.	MAC Enterprises has 4 Product Managers and 12 Regional Sales Representatives that cover the United States and Canada directly. Each sales rep has a territory and Certified MAC Dealers in each territory that they work with. As phone calls, email inquiries and website inquiries come in, they are sent to the Regional Sales Manager who's territory the customer resides in. The territory sales manager for MAC can then turn it over to the dealer in the customer's area for either parts, service, warranty or quoting and sale of a new trailer. It has always been a goal of MAC to handle the customer's needs within a 24 hour time period or sooner. Whatever the need, customer service comes first. MAC Dealers are required to have a parts stocking department and if they do not have a particular item needed, MAC Trailer has our own parts department for quick turn-around of parts or direct shipment of parts to either the dealer or the customer direct. After a trailer is delivered, either a MAC sales manager or dealer sales rep usually follow up with the customer to make sure everything is working properly, they have no issues and they don't need anything. Majority of time, trailers are good and nothing is needed. Sometimes there can be an issue and we all work together to get the problem solved. As regional sales managers, many of us travel throughout our territories and follow up with customer, visit with them and see what current or future needs they may need assisted on.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	With MAC's regional sales managers and MAC's dealer network across the United States, we have the ability to be in front of customers. Traveling, either by ourselves or with dealer sales reps, we have the ability to be in front of customers, finding out their needs, issues and concerns. Being an approved Sourcewell Vendor would enhance our ability to sell our trailers to government agencies. In today's market, when meeting with municipalities who own and operate trailers, many of them like our trailer features and quality but are limited to buying through the bid process. In this process, many are limited to their purchasing department buying the "lowest responsive bidder." We are not the cheapest trailer manufacturer in the industry. We do not want to be. We build a quality driven trailer and offer many options to the end user for a trailer with less maintenance and longer life expectancy. Many times I speak with municipalities and they ask if we are a Sourcewell vendor so they can buy without going to bid. We have to tell them no, and possibly lose an order, or go through the bid process and wait to see how the chips fall. Being a Sourcewell approved vendor would open up sales opportunities for all our sales staff and dealer network to reach these municipal customers now.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Same as in the United States, MAC regional sales managers work with our Canadian dealer network to visit, talk to and work with customers. We have not done a lot of Municipal work in Canada, but this gives us an avenue to pursue these customers. The majority of what has been quoted or sold in Canada has been through bids. Being a Sourcewell Vendor would open up the Canadian market for our sales managers and our dealer network to reach out to municipalities who have trailers and work with them on buying equipment without having to go to bid or doing the bid process. Being based in the United States, hopefully by promoting Sourcewell and talking with municipal customers we can grow the Canadian market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With our MAC sales managers and our Dealer network in the United States, we are able to cover, service, market and sell in all 50 States and all of Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With our MAC sales managers and our dealer network, we can fully serve the government sector of the United States and Canada, promoting and selling through Sourcewell. We have not sold in the education sector, since the majority of the trailers we build are used for the government sector. If an education sector were to need trailers for trucking industry, we can provide service for this sector as well, we just haven't in the past.	*



35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There really isn't any specific requirements for selling in Alaska and Hawaii. I do know as we have sold trailers in Hawaii, shipping from a port is required. We have not handled this end of the shipment though. We have always worked with dealers in Hawaii and we have shipped trailers to the port of choice. From there, the dealer has handled setting up shipment by boat from the port to Hawaii. Shipping to Alaska is not an issue. Customs paperwork needs completed as the trailer is transported from the United States into Canada and then into Alaska. This is not an issue as we do customs paperwork for our trailers that are manufactured for our Canadian dealer network.	*
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**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded the Sourcewell contract, MAC Trailer will display the logo and contract ID on our website, social media, and in both digital and print ads placed throughout the industry. The current ad plan involves 9 major publications in the trailer industry, including audiences that are specific to waste management, fleets and dealers, heavy duty trucking, and owner operators, as well as the specialized food-grade and hazardous tank industry. These publications include HDT, Waste Today, Waste Advantage, Fleet Owner, Trailer Body Builder, Tank Transport, and more. These publications reach a large population of potential Sourcewell participants. Beyond ads, we have a large sales force and dealer network to promote and inform buyers and potential buyers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MAC Trailer utilizes a variety of technologies including multiple social media channels (Facebook, LinkedIn, Instagram, and YouTube), Polk reports, industry forecasting data (FTR and ACT), contacts and data from our websites, QR code tracking data, and other metadata collection. By utilizing our large social media following, and internally and industry collected data, we can target our audiences that will be most interested in knowing that MAC Trailer is a Sourcewell approved company.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	MAC Trailer hopes that being an approved vendor, if a government agency or municipality were to reach out to Sourcewell about getting pricing or buying trailers, that Sourcewell would notify us so that either our sales managers or dealer network can reach out to the customer to get information and handle their needs. On our end, our sales staff and dealer sales staff need to work while traveling and seeing customers to promote the Sourcewell contract. Many municipalities may not know about buying without having to go out to bid. It is our job as salesmen to inform them. We need to advertise being an approved Sourcewell Vendor and reach out to our current customers and let them know of this avenue to hopefully speed up their buying process and gain solutions for their needs. We as a company will train our sales managers, who then can train and work with our dealer network so we all can reach out to this market of customers to hopefully gain more sales.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our products and services are not available through an e-procurement ordering process. All quotes and then sales of trailers are done by MAC's regional sales managers and MAC's dealer network. No ordering is done on-line or through an e-portal.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on all of the trailers that MAC manufacturers is standard. We have provided training at multiple government/ municipal customer facilities over the years. MAC does this with Product Managers, Regional Sales Managers, Dealer Sales Reps and our vendor Sales reps as needed. Not every municipality/ customer requests training, but when they do we are there to provide if needed. Many training clinics that we have done include the department heads, truck drivers who will be using the trailers and their shop mechanics who may need to maintain or service the trailers. There is no cost for this training and it must be requested. If not requested, we do offer/ ask if they would like training for their staff at time trailers are delivered. Most municipalities take us up on the offer. On top of in person training, MAC does provide with each trailer purchased operators and maintenance manuals along with a warranty handbook at time of delivery/ completion. An example of in-person training, when the City of Myrtle Beach received their 6 new walking floor trailers, myself and sales reps from Keith Manufacturing, who makes the floor kits for a walking floor trailer, did a 3-4 hour training clinic on the floor slats, drive unit and complete trailers with their managers, drivers and shop workers. When completed we went outside and did a complete walk-around on the trailers, and then showed them from start to finish how to load, unload and use the trailer properly. We then went over maintenance items and what to look for when maintaining the trailer.	*

41	Describe any technological advances that your proposed products or services offer.	<p>There have been many technological advances in the trailer industry over the years. We know many trailers do not get maintained over the years, so we as a company strive to help in this area, by coming close to a maintenance free trailer. Many advances we have integrated over the past few years are:</p> <ol style="list-style-type: none"> <li>1. Galvanized steel components: Due to rust and corrosion on steel components, we are trying to eliminate painting these parts. Many steel components are now galvanized to protect or fight against rust, corrosion and electrolysis you commonly see on older trailers built with steel and aluminum components. Components galvanized now include: suspension hangers, coupler plate assemblies, frames, bumpers, gate hardware or latches, cross tube saddles and landing gear.</li> <li>2. Greaseless hinges and latch hardware bar assemblies: many trailers do not see a grease gun. Trailers components that should be greased at least once a week seldom do. Many do not even get greased once a month. To assist in this, we have started using grease infused bronze bushings with stainless steel pins for all tailgate hinges and all latch hardware bars and latches. This will assist to keep moving parts moving freely and free up the maintenance department from having to set-aside time to make sure the trailer gets greased regularly.</li> <li>3. Air fairings: With the price of fuel in today's market, many operators are looking for ways to save on fuel. On many of our trailers offered, air fairings or wind deflectors have been designed or are offered. This is an option that can be specified at time of completing a quote.</li> <li>4. Tire inflation systems: Along the fuel savings line of though, all of our trailer models offer an automatic tire inflation system to regulate the tire pressure and either add air to low inflated tires or remove air from over-inflated tires to help assist in tire wear/ longevity and receive some fuel savings.</li> <li>5. Automatic Tarping Systems: Just about all trailers need some sort of tarp system to cover the load. When specing a trailer, we offer a variety of tarp systems from manual hand crank to automatic tarp systems. With injuries and driver down-time, automatic tarp systems have become popular. Many tarps are offered with an electric option and many are also being offered in the hydraulic option. These options help assist closing and opening of the tarp system and can prevent driver injuries.</li> <li>6. Trailer tracking devices: To assist larger fleets who may have trailers spread over a large geographical area, we offer GPS tracking devices for the trailers as well. We offer these through various vendors that we work with and install on the trailers so the customer can track exactly where their trailer is at any given time. This is not a standard option, and must be specified at time of completing a quote.</li> <li>7. Bulkhead walk through man-doors: With safety in mind, years ago we designed a walk through door in the bulkhead/ front of many of the trailers that we build. Drivers usually have to go inside the trailer when finished unloading and sweep the trailer out for the next product to be hauled so there is no cross-contamination. Drivers either had to climb over the top of the trailer and climb down inside at the front or climb in through the rear. By doing so, you risk falling and injury or even death. With the bulkhead walk through door, the driver can now gain access into the trailer from the deck of their tractor, open the door, step inside, sweep out the trailer and then exit the same way they came in.</li> </ol>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	MAC Enterprises does not have any true "green" initiatives as a company other than recycling our scrap aluminum and steel. We collect all scrap aluminum and steel, store it at the factory and then have recycling companies come pick it up and remove it from the facilities. Other than that, we have no other "green" initiatives.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	No third party issued eco-labs, ratings or certifications for MAC Enterprises related to energy efficiency or conservation, life cycle design or green/ sustainability factors.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	No Women or Minority Business Entity (WMBE), Small Business Entity (SBE) or Veteran Owned Business certifications for MAC Enterprises.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>As stated in #41 technology advances with our trailers, this adds to our unique attributes to the products that we offer</p> <p>We are one of the only manufacturers that will galvanize steel components instead of painting them. This helps to prevent rust, corrosion and electrolysis. We do this standard on the majority of the trailers we build.</p> <p>Greaseless tailgate hinges and tailgate latches and hardware. Many customers do not have time to maintain their equipment. As stated, very few see a grease gun weekly, let alone monthly. Workforce is scarce and many times these trailers are on the road non-stop. Eliminating the need for grease in these areas helps the maintenance shop and keeps the trailers on the road and working. If grease is needed for a certain area or part of the trailer, we offer central grease banks, where lines run from the grease fittings to a central point and a shop worker can then grease everything in one area, instead of having to climb over and under certain parts of the trailer to grease find the grease fittings.</p> <p>We are striving for a maintenance free trailer. The less down time a customer has with their trailer, the more time they have for it to be on the road making profit.</p> <p>Our company was built on listening to the customer. Our sales managers and dealers are all trained. We provide dealer training once a year at our factory for all dealers and their sales staff and will do on-site training at dealer locations if necessary. This aids in knowing our products and what we build. If a customer has an idea, we listen. We then take those ideas to engineering and design it to see if it will work. If it fails, engineering works on possible designs that will work, trying to find a solution to customer needs. This is what built MAC Trailer. When other manufacturers said no, we have and continue to find ways to say YES.</p>	*
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**Table 9: Warranty**

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, MAC Trailer warranty covers all products, parts and labor. Some parts and labor may be for a limited time based on some vendor component warranties. We have attached all the warranty information for each product we build, which is given to customer in warranty book when they receive their trailer. All warranty claims can be submitted through Dave Smith, our warranty manager either by phone or emailing warranty@mactrailer.com.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranty claims are reviewed by our warranty manager. Overloading of the trailer, abuse of the trailer, operational error while using the trailer and common wear & tear are items that are not covered under warranty.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranty does not cover expense of technician travel time and mileage to perform repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If there is not a certified MAC Dealer in a geographical area, our warranty department will work with the customer to find a repair shop in the area to make needed repairs under warranty.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MAC Warranty can handle the initial claim with our vendors. A claim would need submitted with our warranty department and they will contact vendor to get claim resolved.	*
51	What are your proposed exchange and return programs and policies?	It varies with each component vendor. If the vendor wants the defective part back, then usually they have prepaid freight requirements. They will send out a new replacement part and then the defective parts would need sent back for review. Not all component vendors require this though.	*
52	Describe any service contract options for the items included in your proposal.	MAC Trailer does not have any service contract options for the items in this proposal.	*

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	For government/ municipal trailer orders, MAC Trailer has 30 day payment terms from date unit is delivered. Acceptable payment options are check or wire transfer. If a customer would like to transfer payment funds, wiring instructions will be emailed to them.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Diana Austin is our finance director. She works with Wells Fargo and Verdant if a customer needs financing or leasing options to purchase trailers. They do offer financing and leasing packages for government/ municipal agencies. Diana has a credit application that she sends to customers. They fill this out and return and then she works with the lender to see what rates and terms they will give and then gets with the customer to see how they would like to proceed.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	MAC Enterprises does not require any order forms, terms and conditions or service level agreements. When an order is placed, we require the spec sheet/ quote to be signed by the customer and sent back. Along with this, if the customer issues a PO, that is to be sent in as well. These 2 items are kept on file with inside sales when the order is created and turned in and scheduled to be built.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, MAC Enterprises does not accept the P-Card procurement payment process.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MAC Trailer is supplying with it's bid a Sourcewell discounted price. On the attached document section, all trailer models supplied have our standard trailer and option pricing and then we have given a Sourcewell discounted trailer and option price. So you are basically given the standard list price and a Sourcewell discounted price. (Trailer pricing and options sheet documents are uploaded under pricing upload section. Actual spec sheets for each trailer offered are uploaded under additional document upload section.)
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MAC Trailer is discounting all Base Trailer pricing and all trailer option pricing 7% for this Sourcewell Bid.
59	Describe any quantity or volume discounts or rebate programs that you offer.	MAC Trailer does not offer any rebate programs at this time. All trailer quotes for volume purchases are submitted to the Trailer Product Managers and the President of Sales and they review pricing to see if a volume discount can be applied and then the quote is presented to the customer.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced item" or item not included in our trailer proposals and option list pricing will be priced the same as submitted with this bid. If a customer wants an option that isn't presented on our pricing, MAC will contact the vendor, get the price for the customer and give the 7% discounted price for the trailer quote.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional costs included in the pricing of the trailers submitted in this bid. All costs are included except for freight.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/ shipping of the trailers proposed is not included with the pricing submitted for this bid. With the price of fuel fluctuating the way it is, all freight quotes are done at time of quoting of the trailer. We have many transport companies that we work with. Our transportation manager will contact at least 3 of them for freight rates and give the average of the three for the rate to be proposed at time of trailer quote. If accepted by customer, the freight rate is added to the quote for final pricing. When the trailer is completed and ready to ship, transport is set up with the transport company and given a contact at the customer's location and the customer is notified. When the transport company delivers the trailer, they do a walk-around with the customer to assure no damage during transport and customer signs BOL with transport driver.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As stated earlier in the bid, any trailers being shipped to Hawaii can be handled by MAC Trailer to the Port of the customer's choice. This freight is added to the quote at time of quoting. We do not handle shipment of the trailer by boat. The customer is responsible for this set-up themselves. When shipping to Canada and Alaska, all customs paperwork is handled with our transportation manager and the end user/ customer.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	All our trailers are shipped by a transport driver with a semi-tractor. All trailers are shipped one at a time except for flatbeds. If a customer were to buy an order of 2 or 3 flatbeds, these 2 or 3 trailers can be stacked together to transport to the customer. At time of order or by the time of completion, the customer would need to let us know if they wish to have them shipped in a "stack" of 2 or 3 trailers and we can set this up. All other trailers ship by semi-tractor, 1 at a time.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	From our base price and all option prices given, we have discounted 7% on all pricing offered.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	All Sourcewell quotes and orders will run through me, Shawn Fredritz. If a government agency contacts MAC Trailer or a MAC Dealer, they will be sent to me. I will handle the quoting of the trailer and when all orders are created, I will handle signature for order, PO being turned in and then as the process moves along, notifying customers of completions. We will have excel spreadsheets to track all quotes done, all orders placed, completion and delivery dates. These spreadsheets will be able to give us information to show whether we are quoting, receiving orders and so on for the Sourcewell contract. Once paid for, we can track with the spreadsheets when paid for and when quarterly payments need to be submitted.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Like previously stated in #66, I will be tracking all phone calls and customer conversations through excel spreadsheets. It can start out listing who was conacted/ spoken with to track interested. As follow ups are done and quotes are created, this will be added to the spreadsheet and continue on if an order is placed until finished product is delivered.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MAC Enterprises will pay Sourcewell a \$1,500.00 fee per trailer sold under the Sourcewell contract. This \$1,500.00 per trailer will be kept accordingly with MAC after the trailer(s) have been funded for and will be paid to Sourcewell quarterly.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>In our proposal, we have submitted pricing for all the trailers that we manufacture. These trailers include:</p> <ol style="list-style-type: none"> <li>1. Moving Floor and Tipper Trailers: All trailers quoted in the moving floor and tipper trailer specs are done as a sheet and post style trailer. Under options for each model, there is an option to go with a smooth side style trailer. These trailers are primarily used in the waste industry.</li> <li>2. Aluminum Frame Type Dump Trailers: This as well is done as a sheet and post style trailer with an option being listed to spec as a smooth side trailer. These trailers are used for sand, gravel, coal, rock, salt, fertilizer, sludge, etc...</li> <li>3. Aluminum Frameless Type Dump Trailers: This is quoted as a sheet and post style trailer with an option given on pricing page to quote as a smooth side style trailer. These trailers are used for sand, rock, gravel, salt, fertilizer, grains, sludge, etc...</li> <li>4. Aluminum Frameless Half Round Trailer: This is our light weight aggregate trailer. This is the lightest dump trailer in the industry primarily used to haul sand, gravel, fertilizer, salt and grains.</li> <li>5. Aluminum and Steel Truck Bodies: Customers can buy a truck and have us supply a quote for a body to be built and installed on it. We are supplying truck body pricing in both aluminum sheet and post with a smooth side option and then in a steel body design.</li> <li>6. Steel Radius and 1/2 Round Frame Type Dumps: This trailer pricing is supplied for a radius corner or full half round trailer in a frame type design. These trailers are typically used for larger material such as scrap, demo, large rock, debris, stumps, etc...</li> <li>7. Steel Radius and 1/2 Round Frameless Type Dumps: Same as above, a frameless trailer made in steel but a little lighter in weight since it doesn't have a full frame under it. Use to haul scrap, demo, debris, large rock, stumps, etc...</li> <li>8. Aluminum Flatbed and Drop Deck Trailers: We have submitted both flatbed and drop deck pricing and trailer options. Our flatbeds and drop decks are all aluminum. These trailers are used for hauling coils, steel, aluminum, pallets, machinery, wood, etc...</li> <li>9. Push-Out/ Ejector Style Trailer: This trailer is primarily used in the waste industry. Instead of having a walking floor inside it to unload, it has a cylinder inside with a large ram. This cylinder pushes the load out from the front to the rear of the trailer.</li> <li>10. Pneumatic Tank Trailers: We have supplied pricing and options for the standard Cement &amp; Sand 1050 Pneumatic tank trailer and then a standard 1650 VAC Tank trailer. The 1050 tank is primarily used to haul sand or cement but some can be used to haul food grade products such as sugar. Some are used for hauling plastics pellets as well. The VAC Tank can vacuum a load of sand, cement, sugar, plastics onto the trailer and then unload the material as well.</li> </ol> <p>MAC Trailer has a diverse product line of trailers that we built for just about every market area. Whether it be waste, wood, dirt, gravel, sand, salt, fertilizer, coal, rock, demo and construction debris, asphalt or just about anything, we can build a trailer based on the customer's needs to suit their application. Quality has driven us since 1992 and continues to be our main focus today.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Not really any subcategories, we build/ manufacture flatbeds and drop decks, pneumatic tank trailers, moving floor and tipper trailers, frame type and frameless dump trailers in both aluminum and steel and aluminum and steel truck bodies.</p>

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

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

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	MAC Trailer is offering these trailers in it's proposal, that we manufacture/ build. Aluminum Flatbed and Drop Deck Trailers, Aluminum Walking Floor and Tipper Trailers. Aluminum and Steel Frameless Dump Trailers. Aluminum and Steel Frame Type Dump Trailers. Pneumatic Tank Trailers. Aluminum and Steel Truck Bodies.
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture mobile offices and concession trailers.
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not manufacture mobile command stations and incident response trailers.

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

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

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

**Documents****Ensure your submission document(s) conforms to the following:**

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

- [Pricing](#) - Trailer Pricing & Option Pricing Sheets.zip - Friday September 23, 2022 12:23:16
- [Financial Strength and Stability](#) - 6.30.2022 MAC TRAILER ENTERPRISES - Sourcwell.pdf - Friday September 23, 2022 08:06:41
- [Marketing Plan/Samples](#) - Sourcwell Ad Examples.zip - Monday September 26, 2022 16:55:02
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - MAC Warranty Information.zip - Tuesday September 20, 2022 08:31:24
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Trailer Spec Sheets.zip - Friday September 23, 2022 12:23:52



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Shawn Fredritz, Regional Sales Manager, MAC Trailer Enterprises, Inc.

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

Yes  No

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

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

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