



Solicitation Number: RFP #030923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Morbark LLC, 8507 S. Winn Road, Winn, MI 48896 (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 Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, 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 May 3, 2027, 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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

Morbark LLC

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
4/21/2023 | 3:37 PM CDT
Date: _____

DocuSigned by:
Erika Snyder
E4A15FEDE12940C...
By: _____
Erika Snyder
Title: Governmental Sales Representative
4/21/2023 | 1:50 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
4/21/2023 | 3:38 PM CDT
Date: _____

RFP 030923 - Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services

Vendor Details

Company Name: MORBARK LLC
Does your company conduct business under any other name? If yes, please state: Michigan
Address: PO BOX 1000
8507 S Winn Rd
WINN, MI 48896
Contact: Erika Snyder
Email: erika.snyder@morbark.com
Phone: 800-831-0042 1500
Fax: 989-866-2280
HST#: 38-2805772

Submission Details

Created On: Monday January 23, 2023 13:34:42
Submitted On: Tuesday March 07, 2023 14:04:25
Submitted By: Erika Snyder
Email: erika.snyder@morbark.com
Transaction #: 93bd3f9b-2167-4ab3-8cf2-d04f00305fc2
Submitter's IP Address: 216.111.202.247

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")	Morbark LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Morbark Rayco Denis Cimaf Boxer
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Morbark Morbark LLC Rayco Rayco Manufacturing Denis Cimaf Denis Cimaf Inc Boxer Boxer Equipment
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 1ST34
5	Proposer Physical Address:	Morbark LLC 8507 S. Winn Rd Winn, MI 48896
6	Proposer website address (or addresses):	www.morbark.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):	Erika Snyder Governmental Sales Representative 8507 S. Winn Rd Winn, MI 48896 erika.snyder@morbark.com 800-233-6065 x1500
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Erika Snyder Governmental Sales Representative 8507 S. Winn Rd Winn, MI 48896 erika.snyder@morbark.com 800-233-6065 x1500
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Stanton Vice President, Sales & Marketing 8507 S. Winn Rd Winn, MI 48896 michael.stanton@morbark.com 800-233-6065 x1224

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>From our humble beginning in a blacksmith shop 65 years ago to the current, state-of-the-art manufacturing facility; from the invention of the first portable pulpwood debarker to the introduction of world-renowned tree care, recycling, forestry, and sawmill equipment; from a simple blacksmith shop to a 1.1 million-square-foot manufacturing complex – Morbark has come a long way. Since 1957, Morbark has been developing and building equipment that is made for more to keep pace with our customers. Morbark manufactures a premier line of equipment for the tree care industry, municipalities, rental outlets, landscapers, vegetation management, construction, and clearing contractors.</p> <p>Looking to expand our product lines and the industries we serve, we acquired the Boxer Equipment line of compact utility loaders from Mertz Manufacturing, Inc., at the end of 2012.</p> <p>We continued to grow in 2017 with the acquisition of Rayco Manufacturing, headquartered in Wooster, Ohio, and known for their "unstumpable" stump grinders; this acquisition also expanded our product offerings to include forestry mulching equipment and articulated wheel loaders.</p> <p>We ended 2018 by acquiring Denis Cimaf, a manufacturer of high-performance brush cutter-mulcher attachments for excavators, skid steers, forestry tractors, graders, and other types of heavy equipment.</p> <p>In December 2019, the Alamo Group acquired Morbark and its affiliated brands Rayco, Denis Cimaf, and Boxer equipment. Founded in 1969, Alamo Group is a leader in designing, manufacturing, distributing, and servicing high-quality equipment for infrastructure maintenance, agriculture, and other applications. Their products include truck and tractor-mounted mowing and other vegetation maintenance equipment, street sweepers, snow removal equipment, excavators, vacuum trucks, other industrial equipment, agricultural implements, and related aftermarket parts and services.</p> <p>Headquartered in Seguin, Texas, the development of Alamo Group has been enhanced by more than twenty-five acquisitions, with member companies in Australia, Europe, North America, and South America. Alamo Group went public in 1993 and, since 1995, has been listed on the New York Stock Exchange as ALG. Since being acquired by Alamo Group, Morbark has experienced significant investment in our people and manufacturing processes and benefited from the brain trust and buying power that comes from being a high-volume manufacturer.</p> <p>The Alamo Group's investment in Morbark is well-founded, given the growing need to responsibly manage organic resources and opportunities to recycle what was once considered "waste" into a usable by-product. Every day the good people at Morbark commit themselves to create equipment that can transform organic materials into valuable, marketable end products. Whether processing waste into compost, producing chips for power generation, or turning discarded wood debris into landscaping mulch, we have the equipment and industry knowledge to help set every operation up for success.</p> <p>In addition, we also strive to improve ourselves personally and professionally by working and living by this set of core values:</p> <p>Safety: Safety is a way of life at Morbark. We are each responsible for the safety of ourselves and those around us, expected to speak up if we see or hear about something unsafe. We are committed to going above and beyond all requirements for safer operations by making safety everyone's responsibility at Morbark.</p> <p>Teamwork: We recognize and build on the strength of others, understanding that it takes all of us to work together to be successful. We believe in building positive relationships and recognizing the diversity and uniqueness of others to deliver optimal results.</p> <p>Integrity: We believe that trust and honesty are central to integrity. We always treat others respectfully and do not waiver from upholding clear ethical standards and consistently matching action with words.</p> <p>Passion: We are one Morbark, here to enthusiastically provide outstanding service to our customers. We strive for excellence and are willing to do what is necessary to give our customers what they need consistently. We are dedicated, energetic, motivated, and committed to delivering great results.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>Morbark, and it's dealers, recognizes the value for all parties with the cooperative contract, Sourcewell. Morbark will continue efforts to promote the Sourcewell contract to our dealerships and end customers through training, newsletters, mailings, trade shows and web content. In return, we look forward to the continuation of the working relationship with Sourcewell staff and assistance with content to continue our growth together.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>As a company owned by Alamo Group Inc out of Sequin TX, we have a solid financial backing. Please see attached 2021 10K</p> <p>We experienced continued strong demand for our products during 2022 as was reflected in our top line growth. Margins improved due to the increase in shipments along with pricing actions we began in 2021 which helped mitigate inflation cost pressures. For the first nine months of 2022, the Company's net sales increased by 13%, and net income increased by 19% compared to the same period in 2021. The Company's Industrial Equipment Division sales increased in the first nine months of 2022 by 9% as compared to the first nine months of 2021. Consolidated income from operations was \$105.9 million in the first nine months of 2022 compared to \$89.1 million in the first nine months of 2021, an increase of 19%. The Company's backlog increased 41% to \$908.9 million at the end of the third quarter of 2022 versus a backlog of \$645.1 million at the end of the third quarter of 2021. We remain well positioned to exploit strategic opportunities that may arise in 2023.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Horizontal Grinders 22% Tub Grinders 17% Whole Tree Chippers 53% Brush Chippers 15% Forestry Mulchers 9% Mulching Heads 13% Boxer 1% **Data based on AEM -North America data and UCC -U.S. data. Not all competitors in our industry report to AEM**</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Horizontal Grinders 17% Tub Grinders - no data avail, est.20+% Whole Tree Chippers 100% Brush Chippers 10% Forestry Mulchers 1% Mulching Heads 10% Boxer -no data avail, est.1% **Data based on AEM -North America data and UCC -U.S. data. Not all competitors in our industry report to AEM**</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No</p>
16	<p>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?</p>	<p>Morbark is best described as b) a manufacturer or service provider.</p> <p>Morbark manufacturers all products: Morbark, Rayco, Denis Cimaf and Boxer in either Winn, MI or Wooster, OH manufacturing facilities. Morbark is also a service provider as we have equipment sales, part sales and service technician staff that work with both our dealerships and end customers.</p> <p>We work through a worldwide dealer network - all independently owned. Dealer's that are authorized to sell the products called out in this RFP, have an area of responsibility (AOR) and for member's within these AOR's they will work with the dealer personnel that will continue to support them locally after the sale. For cases where the member does not have a local dealer in their area, we will support them with factory direct personnel, including: Regional Sales Manager, Parts & Service Call Center and Field Service Technicians. In either situation the Morbark Governmental Sales Representative will coordinate throughout the sale and any after-sale concerns to ensure the member is taken care of from beginning to end; and to ensure we adhere to all contract terms.</p>

<p>17</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Below is a list encompassing the trainings, certifications or licenses held, or that may result in such, for Morbark employees.</p> <p>Our Mechanical Engineer's have a degree in Mechanical Engineering and Weld Engineering along with a certification in weld inspections.</p> <p>Weld instructor is certified CWI Certified weld inspector and CWE Certified weld educator. They are also certified in solid wire and Flex core, all positions. They train all new hires and has qualified many of our welders here for more defined welding work.</p> <p>Trained Robotic welder, experienced programmers complex but knowledgeable in robotic welding.</p> <p>We are working towards being qualified as AWS1.1 in welding.</p> <p>Alamo 2-day safety training is required for all employees.</p> <p>Crane training is required for everyone who operates a crane plus license required.</p> <p>Forklift training is required for all employees who drive forklifts plus license required.</p> <p>Arc Flash training and certification is required for all maintenance workers.</p> <p>Aero lift training is required for all employees who use aero lift plus license required.</p> <p>Painters are certified by our paint supplier on how to use their products properly and safely.</p> <p>Global Harmonization training is required for all employees.</p> <p>First aid/AED/CPR training is required by all supervision and first responders.</p> <p>Emergency Procedure training required by all employees.</p> <p>Fall protection training required by anyone who has to work over 4 feet from floor.</p> <p>Laser training and license required for all our burn table employees.</p> <p>Respirator training and fit test required by all employees who are required to wear gear.</p> <p>We have tool box meetings every morning with a different safety topic Mon-Fri.</p> <p>All required MIOSHA trainings plus any that involve our procedures.</p>
<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>There has not been any.</p>

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	Morbark has actively participated in the Association of Equipment Manufacturers (AEM) "I Make America" grassroots advocacy campaign for ten years. This program advocates for policies that support manufacturing jobs and help America's equipment manufacturers compete globally. As a result, we have earned the "Pillar of the Industry" award for each of our years of involvement. To receive this award, we must demonstrate how we support issues affecting the manufacturing sector through engagement with our workforce and advocacy through our community and local, state, and federally elected officials each year.
20	What percentage of your sales are to the governmental sector in the past three years	Average 6%
21	What percentage of your sales are to the education sector in the past three years	Less than 1%
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?	NY State Contract (current piggyback to #031721) ~ \$3.9M PA State Contract ~ \$415k CT State Contract ~ \$200k SC State Contract ~ \$30k
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?	We do not currently hold a a GSA or 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 *
Brunswick County, NC	Jeremy Baker	910-253-6314
City of Raleigh, NC	Tim Gainer	919-625-3175
Boulder County, CO	Grant Roberts	303-682-6702

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 *
New York State DOT	Government	New York - NY	Providing brush chippers for their fleet through the New York OGS Contract, which is a piggyback to Sourcewell #031721-MBI. In addition to the sale of the equipment, our NY dealers handle start-up, training and aftermarket support.	(25) brush chippers - various models ranging from 1415 to 2131	\$1.95M
Brunswick County	Government	North Carolina - NC	Contract (ref Sourcewell #050119-MBI) for sale of a horizontal grinder, working with our dealer James River Equipment for start-up training and aftermarket support.	(1) 6400XT Wood Hog	\$1M
City of Saratoga Springs	Government	New York - NY	Contract (ref New York OGS Contract/Piggyback to Sourcewell #031721-MBI) for sale of a horizontal grinder, working with our dealer Nortrax (currently United Construction Forestry) for start-up and aftermarket support.	(1) 3400X Wood Hog	\$700K
City of Santa Fe	Government	New Mexico - NM	Purchase using (Sourcewell #050119-MBI) for a sale of horizontal grinder, working with our dealer DDI Equipment for start-up and aftermarket support.	(1) 3400XT Wood Hog	\$706K
City of Raleigh	Government	North Carolina - NC	Purchase using (Sourcewell #050119-MBI) for a sale of horizontal grinder, working with our dealer James River Equipment for start-up training and aftermarket support. They are anticipating buying an additional grinder in Q3 of 2023.	(1) 6400XT	\$1M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>Morbark employs twenty (20) sales representatives located throughout the U.S., specializing in different product lines that work with the customers and manage the dealers in their areas of responsibility.</p> <p>With 286 dealership locations throughout U.S. and Canada, and at least 1 sales representative trained on our products per location, that totals over 300 sales representatives.</p>

27	Dealer network or other distribution methods.	<p>Morbark and its affiliated brands are represented in U.S. and Canada by 62 dealers/286 locations that have authorized areas of responsibility. Additionally, we work with 137 distributors that sell our Boxer and Denis Cimaf products non-exclusively.</p> <p>All of our contracted dealers are managed by Morbark Territory Managers, whom ensures that the proper training takes place on our products and works with them to grow their business and take care of the current customer base. Additionally, Morbark has a Dealer Development Department consisting of five (5) dedicated employees that focus on: new dealers in areas of opportunity, all dealer training programs, continuous improvements to the tools for the dealers and dealer reviews. Having this dedicated workforce allows us to provide the professional level of services to our dealer network.</p> <p>Morbark may manage all Sourcewell sales, but it is our dealer network (95%+ of the time) that engages with the member on the front-end, is with them throughout the purchase process and ensures customer satisfaction after delivery.</p>	*
28	Service force.	<p>Morbark employs nine (9) field technicians that service our direct customers in areas that may not have dealer representation, and service jobs that our dealers need assistance with. Morbark employs eleven (11) factory support representatives to assist customers and dealers over the phone.</p> <p>With 286 dealership locations throughout U.S. and Canada, and at least 1 service technician trained on our products per location, that totals over 300 service technicians.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The member may inquire with Morbark directly, this can be via: phone, email, or website inquiry - which all will be directed to Morbark's Governmental Sales Representative. The Governmental Sales Rep. will engage the local dealer, if applicable, and quote the member using the approved Sourcewell pricing keeping the dealer engaged throughout. The member may also start their inquiry with their local Morbark dealer, and in this case the dealer rep will contact the Morbark Governmental Sales Rep. to create the quote. In either case, the Morbark Governmental Sales Rep and Dealer Sales Rep works together as a team to provide the member with everything they need to make their purchase decision and create a smooth sales experience.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customers (members) within a dealer's authorized area, are encouraged to work directly with the dealer on any customer service needs - including warranty, parts and service. The dealer has the complete factory support in all areas to assist as needed. Dealer's ability to service our customers is a requirement before they are on-boarded as a dealer, and are reviewed continuously by the Territory Manager's to address any concerns. Customers (members) in a direct area, will work directly with factory personnel. Morbark/Rayco has a customer call center M-F/8-5 EST, with one customer service line available until 7pm EST to better assist our West coast dealers and customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Our broad dealer network across the U.S. and dedicated sales force allows us to serve customers in a timely manner. There are 61 dealers / 229 locations in the U.S. currently that sell and service our products. In 2022, we added over 20 dealerships across all product lines - 3 for the Industrial (Recycling) Products alone.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>In 2022, we signed on Brandt to be our authorized dealer for all of Canada, for Morbark Industrial, Morbark & Rayco Tree Care, Rayco Forestry and Denis Cimaf products. With 57 locations being engaged with our products, we are confident the Canadian members will be well served by Brandt/Morbark. To best serve the Canadian members, we submitted a PNP in Oct 2022 for our current contracts to allow Brandt to sell directly to Canadian members and at CAD. We are continuing to train Brandt's staff members in areas of: sales, parts, service and look forward to growing the business together with them through the utilization of Canoe.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Morbark can support any customer/member within the U.S. or Canada, through either the local authorized dealer or factory representatives.</p>	*
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?	<p>There are currently no Sourcewell sectors that Morbark would not participate with.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>We currently serve these areas either direct from the factory or with dealer assistance, there would be no restrictions in participating with entities in Hawaii, Alaska or other US Territories.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Should Morbark be awarded a contract to sell the products outlined in this RFP, we would first communicate the contract award via a standardized internal procedure. This process includes an email to all US and Canadian Dealers that explains the contract award and then directs them to our dedicated Dealer Intranet that provides more information on contract pricing, eligible customers, dealer compensation, etc. A press release would be sent to our 300+ media contacts.</p> <p>In addition, our Governmental Sales Representative will work closely with dealers to help them understand the Sourcwell contract benefits and eligible customers.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Morbark.com provides detailed product information for all equipment being contemplated in this RFP. Customers can view information on product features and specifications and view images and videos of the equipment in action. We also provide forms for customers to request a quote, a demonstration, or further product information. All submitted forms are automatically routed to the appropriate personnel for follow-up – often on the same day.</p> <p>We also provide a Morbark-branded dealer website to all of our authorized dealers, which is updated and maintained by Morbark's marketing department, ensuring that all equipment information is current and consistent at all times. Our Sourcwell contract is featured on every website page in the footer. In addition, the logo in the footer is linked to an interior page that describes how Sourcwell makes the bidding process simple. Also, on this page is a form a potential customer can complete to initiate a conversation about their equipment needs. When the form is completed and submitted, the dealer is immediately notified, and their Morbark territory manager is copied on the lead. This transparency in the lead process enables our territory managers to have an open dialogue with their dealers and provide assistance, if needed, with follow-up efforts.</p> <p>Providing our dealers with a Morbark-branded website also enables us to run lead-generating digital marketing campaigns on their behalf. These campaigns include pay-per-click, social media, and display (retargeting) digital ad campaigns.</p> <p>In addition to these efforts, Morbark, and its affiliated brands, Rayco, Denis Cimaf, and Boxer, are active on social media channels – Facebook, Twitter, Instagram, and YouTube. Our strategy is to provide followers with helpful information about our equipment, aftermarket parts, dealer network, events, and industry news. We monitor all channels for shares, likes, comments, mentions, impressions, and clicks. Data is regularly analyzed to determine which networks contribute the most to lead generation, what types of content make audiences click, share, and convert, and what our top posts are.</p>
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Working with Sourcwell since our first award has proven to be a great partnership that allows for us, the vendor, to get our products in front of the members and provides the members the ease of approval and purchasing. We would look for Sourcwell to continue to promote it's awarded contracts and vendors. Sharing information on State law changes that could affect procurement. And now with dealer representation in Canada, we will be looking for updates from Canoe on acceptance of the contract over going to bid/tender.</p> <p>We hope that Sourcwell may be able to again provide the member's addresses in the member listing, as before. This was not to flood the members with mail, but in the case of onboarding a new dealer in their area, notifying them of the products available and the Sourcwell contracts in effect for those products. This also allowed us to introduce Morbark, its products and Sourcwell contracts to new members of Sourcwell.</p> <p>The H20 conference has proved to be beneficial for networking with other awarded vendors on best practices, and are thankful for this opportunity you provide.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our products are not available through e-procurement currently. Due to the complex nature of our products we want to work with our customers to ensure they are getting the product that is best for their needs. However, we are very interested in utilizing the Buy Sourcwell platform in the best possible way for our products and the members.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Morbark offers factory service trainings for various topics such as electrical, hydraulic and power train. These trainings are a requirement for all of our dealerships and factory service technicians. Upon delivery of any of our products to a member, trained dealer staff and/or factory personnel will perform a "Start-Up Training" with any staff the member has in attendance. This is a full walk-around of the machine and training on basic maintenance and functions.	*
41	Describe any technological advances that your proposed products or services offer.	<p>We continuously take feedback from our customers, dealers and own personnel on ways to improve our equipment, for production, serviceability and safety reasons. Below are some of the most recent advances in the recycling products.</p> <p>Frame: Specific wood grinder models have undergone a thorough redesign to incorporate structurally stronger frames including I-beam style frames. (1600, 6400XT)</p> <p>Hydraulics: Single source hydraulics which improves overall hydraulic efficiencies, cooling and power performance. (6400XT)</p> <p>Electrical: Optimized electrical systems to allow for modularity in the design, which can accommodate multiple configurations with a simple base electrical system. (horizontal & tub grinders, whole tree chippers)</p> <p>VTection: Vibration Detection System - monitors machine & hammermill vibration and will activate a series of safety protocols if contaminants are encountered. (horizontal & tub grinders)</p> <p>Depth limiter rotor: provides a mechanism to greatly reduce the influence of the operator from being heavy-handed which can induce more heat into the hydraulics, more stress on the loader arms and using more fuel. (forestry mulchers and mulching heads)</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In Winn, MI our facility recycles, on average, over 90% of all waste on site. Our production floor is lit by 100% LED light fixtures, emergency signage, and electricity usage tracking. Our facility is also HVAC monitored per DTE standards. We track all paint, oil, solvents, chemicals, and hazardous/universal waste on site per EPA standards. We are required to report all emissions and waste (air, greenhouse gas, Tier I and II [fuel and paint/chemical], EPCRA, water, etc.) through EGLE, the EPA, and MIOSHA/OSHA. All of these reports ensure our certifications for our air permit, wastewater/storm water permit, and hazardous waste permits. We are currently working on getting our facility LEED certified through the U.S. Green Building Council, an accreditation that would ensure our facility was environmentally conscious.</p> <p>In Wooster, OH our facility recycles, on average, over 85% of our waste. We partner with Slesnick's for metal, cardboard, paper, plastic wrap and film; and Eagle environmental for recycling powder coating. Work shop and office lighting has been upgraded to LED, with occupancy sensors that can be adjusted to turn off in low traffic areas. We track and dispose all paint, oil, solvents, chemicals and hazardous universal waste per EPA standards. All water testing is reported to the Ohio EPA and operate under a Class 1 water license. There is an active green team of 10 members in the Ohio facility.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>While we do not hold any eco-labels or certifications, our equipment continues to be necessary in environmental focused projects.</p> <p>Today, the need to responsibly manage organic resources is more critical than ever, and the opportunities to recycle what was once considered "waste" into a usable by-product are growing. Whether using our equipment to process waste into compost, produce chips for power generation, or turn discarded wood debris into landscaping mulch, we support communities' green/sustainability efforts worldwide. In fact, Morbark was founded in 1957 from one man's desire to sustainably utilize the whole tree to gain more board feet from his sawmill production. From this desire, our founder, Norval Morey, patented and began production of the whole tree debarker.</p> <p>Five decades later, California has passed Senate Bill 1383, requiring municipalities across the state to collect food waste for its potential use in making renewable natural gas for electricity. California's law isn't the first in the nation, but it is the largest and, if successful, could significantly impact the state's 40 million residents. In addition, food waste accounts for half of the material in California landfills. Grinding food waste with other organic waste allows the material to convert to compost quickly for use in enriching soil. One year of food waste diversion by 2030 is expected to prevent 14 million metric tons of carbon emissions over that trash's lifetime of decomposition. That equals taking 3 million vehicles off the road for a year.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Morbark does not meet any of these certifications. However, some of our dealerships or contractual partners do obtain said certifications.
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>Technology is at the heart of business innovation, and Morbark utilizes the latest software and technological breakthroughs in providing customers with state-of-the-art products and services.</p> <p>Morbark Integrated Control System (MICS) is the ultimate diagnostic system that monitors hydraulic pressures, temperatures, clutch systems, and engine efficiency to maximize performance. In addition, the system comes with a remote control that allows the operator to quickly adjust feed systems for top production rates and fuel efficiency.</p> <p>For over a decade, Morbark's exclusive Break-away Torque Limiter has proven to be the industry's best solution for protecting the driveline of a horizontal or tub grinder from catastrophic failure. It reacts in milliseconds to a direct hit. No other system has this response time, ultimately saving customers downtime and money. The system is standard on most current Wood Hog Horizontal and Tub Grinders models.</p> <p>We recently introduced a new, patent-pending Vtection® System option for our 3000, 3400, and 6400 series Wood Hog Horizontal Grinders. The Vtection system monitors rotor vibration to reduce damage from contact with un-grindable objects or other causes of damaging vibration like an out-of-balance rotor, broken insert, defective bearing, or extremely hard wood. The system features two operating modes; grinding protection and service/maintenance mode. When coupled with Morbark's Break-away Torque Limiter, these devices provide customers with the best solution in the industry for hammermill protection.</p> <p>We removed the anxiety of engaging a brush chipper drum, damaged drive belts, and burned clutch discs and elevated the customer's operational experience with our exclusive Morbark ZeroClutch™ available now on select brush chipper engine packages. Customers simply start the engine, throttle the machine to full RPM and engage the feed control bar. The Morbark ZeroClutch features an integrated drum speed sensor that monitors the drum speed and will not allow the clutch to engage if material is lodged between the feed wheel and drum or the discharge chute is plugged.</p> <p>The Morbark dealer is ultimately responsible for delivering and supporting the equipment. We also provide several additional no-cost to low-cost outlets for customers to learn best practices for safely operating and maintaining their equipment, including:</p> <ul style="list-style-type: none"> • Brush Chipper Safety DVD provided with every brush chipper and upon request • Morbark Industrial Equipment Service Factory Training Level 1 and Level 2 (horizontal and tub grinders, whole tree drum, and disc chippers) are conducted by our service department personnel. Customers can participate in this training for a \$500 fee, including training materials and meals. • Maintenance Made Easy (MMR) videos cover general maintenance topics for brush chippers, stump cutters, forestry mulchers, whole tree drum, and disc chippers. Videos are accessible from our YouTube Channel (youtube.com/morbarkinc) or by scanning a QR code decal on the machine.

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, all products, labor and equipment are covered with pre-approval.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are limit restrictions, dependent on the product type and component failure. Please see attached Terms & Conditions which includes the warranty terms by product.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel mileage is covered on warranty repairs for the Industrial Products. Tree Care products are towable units and need to be serviced at the local dealership.	*
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?	There is no region of the United States that Morbark cannot provide service. Our extensive dealer network will be handling repairs, but if there is an area not represented by a dealer, a certified Morbark service technician will be able to service those customers. Dealer service technicians are factory trained and certified by Morbark.	*
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?	Purchased component warranties will follow the manufacturer's warranty guidelines. Morbark will support the claim filing to the purchase component supplier.	*
51	What are your proposed exchange and return programs and policies?	New replacement component coverage is determined by the failure analysis of the item. All components required to be shipped back to Morbark must be shipped prepaid.	*
52	Describe any service contract options for the items included in your proposal.	Extended manufacturer or engine warranties may be available for additional charge, depending on the product. These options are discussed at the time of quoting the products.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30 day terms will automatically be applied for all municipalities, and those members not considered a municipality will be asked to submit a credit application to obtain Net 30 day terms. ACH, Wire, or mailed check are all acceptable payment methods.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Morbark will finance for any Net 30 sales. If leasing is a good option for the member, we will work with NCL Government Capital.	*
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.	'Sourcewell Quote' which will include: Member's contact and address information, Sourcewell contract and Membership ID#, Terms(Net 30), Quote No, Quote Date, Lead Time, Delivery Instructions (freight terms), SKU of the product, model year, model name, standard specs, options- if selected, configured total based on approved Sourcewell pricing, additional line items such as freight, PDI, material surcharge and quote validity. If a purchase order is provided by the member, we will review to approve their terms and conditions. If the member does not have the means to provide a purchase order, they will be offered a 'Buying Agreement with Terms & Conditions' attached to the relevant quote, which will need executed and returned in lieu of a purchase order.	*
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.	*

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.	The Sourcewell discount is a % off MSRP, for the base machine and all possible options. In the included price books you will see MSRP \$, Sourcewell \$ and a SKU for each product.
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.	Morbark Industrial, Rayco Forestry, Denis Cimaf = 10% Morbark and Rayco Tree Care, Boxer = 13.5%
59	Describe any quantity or volume discounts or rebate programs that you offer.	This would be reviewed on a case-by-case basis.
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.	All standard products, and options, are included in our submitted price books. Electric powered machines (non-standard) are quoted by request and with same discount for that product line and will be submitted for approval by Sourcewell as needed.
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.	Currently we still have a material surcharge in effect on all of our whole goods (equipment). These are individual charges based on model/engine, due to the increase in cost of supplies. The material surcharges are listed as a separate tab "Pricing Details" within the price books, and are quoted as a separate line item. Freight will be estimated at the time of quoting and added as an additional line item. Pre-Delivery Inspection (PDI) or Delivery charges from dealerships will be added as separate line items. Extended warranties or Service Maintenance packages requested by the member, would also be separate line items.
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.	Upon quoting a Sourcewell member, the Governmental Sales Rep. will acquire a freight quote from our in-house logistics team. This amount will be added to the quote as a separate line item and hold as long as the quote is valid (30days-standard). Once the purchase order is received that freight amount is locked in place as long as no other changes are made to order/delivery. If the equipment is shipping first to a dealership (typical for Morbark and Rayco Tree Care products so PDI can be performed), the dealer may add a 'Delivery' charge, which would be added as a separate line item.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The process for quoting and charging freight and delivery to members in AK, HI or CAN would be the same as our standard process above in #62. The only difference would be if there was a separate charge for ocean freight vs. road freight the member could see both listed.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Morbark's Industrial Products (recycling) will ship directly to the member from the factory, or in cases of the dealer having inventory of the requested model/build would ship from the dealer to member. In these cases, the quoted freight terms will be FOB-Shipping Point. However, we may approve other terms if requested. Morbark & Rayco Tree Care, Rayco Forestry, Denis Cimaf, and Boxer - typically will ship from our dealer's inventory or first to our dealer for all pre-delivery inspection (PDI) to be completed before it arrives to the member. The dealer will then delivery to the member, and in this case the quoted freight terms will be FOB-Destination. Morbark and its dealers are flexible in meeting the member's requests for delivery. There has been some cases where the member has chosen to pick up from the local dealer (freight terms: customer pick up), this may be done to save on delivery charges or for other reasons.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Dealer's and Morbark's sales personnel are trained that the Sourcewell quotes must be provided by Morbark's Governmental Sales Representative, or assigned backup in case of absence. This role is fully responsible for all actions related to the Sourcewell contracts, which ensures that the current approved pricing, and terms, are being utilized at all times. This role also approves and processes all incoming Sourcewell sales. With having all of this data centrally administered we can ensure the accuracy of the quarterly reports and administrative fee payments.
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.	All governmental sales are tracked from open to close status. Quarterly metrics are created for not only invoiced orders, but also orders placed which allows us to understand ordering trends. This data is segregated down to the models being sold for forecasting purposes. We have also began tracking by dealership, so that we may use the metrics as a tool when grading our dealer's involvement in Sourcewell sales and identify areas for improvement throughout our dealer network.
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.)	We propose a 1% of the sale price of the machine and its options. Not to include any additional charges such as: PDI, training, freight, extended warranties or service plans. This fee is approved for payment to Sourcewell after funds are received from the member. We do not pass this administration fee onto the members or dealers in anyway. We feel this administration fee is fair and would keep consistency with many of the Alamo Group company's administration fees already in place.

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.	Morbark, and its affiliated brands Rayco, Denis Cimaf, and Boxer are able to provide a wide variety of wood processing equipment. In the recycling industry, our equipment holds a reputation of high quality, durability and longevity of our horizontal and tub grinders. We are a leader in the forestry and biomass markets with our offering of whole tree chippers, chiparvestors and flails. And with our line of forestry mulchers and mulching heads we are a dependable name in the right of way and land clearing equipment. Our line up of brush chippers, stump grinders, mini skid steers and articulated wheel loaders completes a wide range of equipment for almost all wood processing needs for the Soucewell members. In addition to the purchase of the equipment, members may purchase extended warranties for the machine and/or engine or a service maintenance package with the local dealer. *Please refer to attached price books for all products offered in this proposal*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Industrial Products (Morbark) +Horizontal Grinders +Tub Grinders +Chiparvestors +Chiparvestors +Flails Tree Care Products (Morbark & Rayco) +Brush Chippers +Stump Grinders +Trailers for Stump Grinders +Articulated Wheel Loaders Rayco Forestry & Denis Cimaf +Forestry Mulchers "Carriers" +Forestry Mulching Heads "Attachments" Boxer +Mini Skid Steers +Mini Skid Steer Attachments

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	Tub grinders, horizontal grinders, enclosed grinders, and solid waste grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Morbark Tub and Horizontal Grinders
72	Whole tree chippers and shredders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Morbark Whole Tree Chippers, Chiparvestors and Flails
73	Stacking and separating conveyors	<input type="radio"/> Yes <input checked="" type="radio"/> No	
74	Trommel screens	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	Rubber tire shredding equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Compost turners	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Related equipment, accessories, supplies, technology, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed in Line Items 71 - 76 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Including all product lines as they can be complementary to the equipment above.

Table 15: Industry Specific Questions

Line Item	Question	Response *
78	Describe any key designs, processes or innovations that promote or enhance the safety, reduce down-time and simplify the operation of your equipment.	<p>It is imperative in our industry to always be forward thinking on designs to improve the customer experience. Below are some of the most notable designs of our recycling products.</p> <p>Belt Tensioner: Hydraulic/Mechanical belt tensioners allow the drive belt system to be independently tensioned without having to move the engine. (6400XT, 3000XT, 50/48X)</p> <p>Remote Control: Allows operator to run machine from inside support equipment and run all necessary operating functions. (all grinders and whole tree chippers)</p> <p>Safety Systems: Safety switches throughout the machine will deactivate or restrict engagement of certain components if the safety switches are not closed. (All grinders and chippers)</p> <p>MICS-Morbark Integrated Control System: Allows operator to monitor system functions, settings, pressures & temperatures as well as assists in service diagnosis with error codes displaying on the remote screen. (All grinders and whole tree chippers)</p> <p>Replaceable Wear Parts: Machine is designed with the thought of wear items. If it can be worn down, it can be replaced in the field on our equipment. (All grinders and chippers)</p> <p>Sloped Infeed Walls: Provides easier loading view for operator. (horizontal grinders)</p> <p>Hydraulically Hinged Hood Door: Allows easy access to grates and hammermill and allows for use of support equipment. (horizontal grinders)</p> <p>Pin & Plate Rotor: Allows operator to repair single to multiple components on hammermill without removing entire assembly. All components are individually replaceable and allow for different hammer patterns. Compared to some competitor's design this allows the customer to get back to grinding and saves overall repair expenses. (horizontal & tub grinders)</p> <p>Hydraulics: Single source hydraulics which improves overall hydraulic efficiencies, cooling and power performance. (6400XT)</p> <p>Mulching Head Frame Design: Allows for a thicker and stronger frame while reducing the weight of the head, and the longevity of the equipment. The depth limiter rotor with knives is a more efficient mulching method, using less fuel and less stress to the carrier.</p>
79	Describe any service programs and products that are unique in the marketplace that you or your dealer network offer.	<p>Morbark has Maintenance Made Easy videos cover general maintenance topics, these videos are available on our You Tube channel or by scanning the QR code decal located on the equipment. These are continuously updated and we use suggestions from our customers on additional ones that would be useful.</p> <p>Many of our Authorized Dealers for the recycling equipment will offer a service maintenance program as requested by the customer. This can be sold along with the purchase of the equipment as a separate charge.</p>
80	Describe the various types of configurations your equipment can be supplied in such as tracked, wheeled, electric, etc.	<p>Our horizontal grinders are offered in either wheeled or tracked, as well as our 1300B tub grinder and whole tree chippers. The remaining tub grinders are wheeled only, and the forestry mulchers are tracked - some with steel or rubber track options.</p> <p>While diesel engines are the standard power for these products, several models of our tub grinders, horizontal grinders and whole tree chippers are available as electric, quoted upon request.</p>

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

Line Item 81. 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](#) - Price books.zip - Tuesday March 07, 2023 13:51:07
 - [Financial Strength and Stability](#) - 2021 10K.pdf - Tuesday March 07, 2023 13:56:04
 - [Marketing Plan/Samples](#) - Documents and Images.zip - Tuesday March 07, 2023 14:00:27
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Dealer Warranty Handbook.pdf - Tuesday March 07, 2023 13:55:21
 - [Standard Transaction Document Samples](#) - Standard Transaction Document samples.zip - Tuesday March 07, 2023 13:59:06
 - Upload Additional Document (optional)

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. - Erika Snyder, Governmental Sales Representative, Morbark LLC

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
There have not been any addenda issued for this bid.		