



**MASTER AGREEMENT #032525**  
**CATEGORY: Road Right-of-Way Maintenance Equipment**  
**SUPPLIER: ATMAX Equipment Co.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ATMAX Equipment Co., 6902 E. 7<sup>th</sup> Ave., Tampa, FL 33619 (Supplier).

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

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

**Article 1:**  
**General Terms**

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on May 15, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #032525 to Participating Entities. In Scope solutions include: manned, robotic, or remote Road Right-of-Way Maintenance Equipment, including equipment, attachments, and accessories designed or primarily intended for use in the maintenance of road and highway rights-of-way, including but not limited to:
- a. Flail, boom, rotary, wing, sickle, and slope mowers;
  - b. Brush cutters;
  - c. Seeders, tillers, mulchers, and sprayers;
  - d. Erosion stabilization and prevention products;
  - e. Ditch maintenance equipment; and
  - f. Dust abatement water trucks.
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 12) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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



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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

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

### **Article 3: Supplier Obligations to Participating Entities**

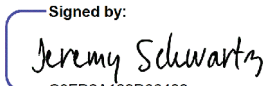
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

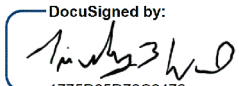
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

ATMAX Equipment Co.

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 5/15/2025 | 5:10 PM CDT

DocuSigned by:  
  
By: 1775D85D72C2472...  
Timothy B. Ward  
Title: CEO  
Date: 5/15/2025 | 2:09 PM EDT

# RFP 032525 - Road Right-of-Way Maintenance Equipment

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## Vendor Details

Company Name: ATMAX Equipment Co.

Does your company conduct business under any other name? If yes, please state: MowerMax

Address: 6902 E 7Th Ave  
Tampa , FL 33619

Contact: Tim Ward

Email: timw@mowermax.com

Phone: 813-781-1888

HST#: 57-1142522

## Submission Details

Created On: Friday February 21, 2025 07:52:45

Submitted On: Monday March 24, 2025 13:37:01

Submitted By: Anne Gilkerson

Email: anneg@mowermax.com

Transaction #: 11c59bee-5101-48c2-bb0b-034b60105ab4

Submitter's IP Address: 147.243.183.41

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	ATMAX Equipment Co.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	5WKD8	*
5	Provide your NAICS code applicable to Solutions proposed.	333112	
6	Proposer Physical Address:	6902 E. 7th Ave., Tampa, FL 33619	*
7	Proposer website address (or addresses):	www.mowermax.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Timothy B. Ward, CEO 6902 E. 7th Ave. Tampa, FL 33619 (813) 781-1888 timw@mowermax.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Anne Gilkerson, Contracts Administrator 6902 E. 7th Ave. Tampa, FL 33619 anneg@mowermax.com ofc: (813) 634-1111 or cell: (813) 523-9058	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David MacGregor, VP of Sales 6902 E. 7th Ave. Tampa, FL 33619 davidm@mowermax.com cell: (813) 781-0100	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>ATMAX Equipment Co. was incorporated in late 2002. Manufacturing equipment commenced the second quarter of 2003. We manufactured and distributed 21ft finished mowers for turf/sod farms that were pulled behind tractors. Concurrently we also manufactured purpose-built rubber track skid steer machines for installing big rolls of sod for roadway and development projects. From the rubber track skid machine, a purpose built truck mounted fork lift units was developed and was the only unit like it in the world of truck mounted forklifts. This led us to develop large, self-powered mower products for road rights-of-way, parks, airports and the like. The first MowerMax product was a heavy-duty, tight turning, 100 HP, 15ft flex wing belly mower suitable for large, urban rights-of-way, parks and airports. We began marketing this in 2010. This product was well received; however, we realized that what the government Road Right-of-Way Maintenance market needed was a purpose-built boom mower. We recognized that there needed to be a boom mower that could far exceed the downfalls of the antiquated agricultural tractor mounted boom mowers.</p> <p>Thus, in 2016, the MowerMax Boom Mower was developed and introduced into the US market to provide better visibility, stability, maneuverability, safety, ease of repairs and maintenance and have the versatility of using multiple attachments. The MowerMax Boom has had great success in the marketplace and sales have been growing at 30% per year. The MowerMax Boom is the market leader in purpose-built boom mowers and was the first manufacturer of purpose-built boom mowers in the western hemisphere. Current customers included Ohio DOT, South Carolina DOT, Alabama DOT, Kansas DOT, Indiana DOT, Arkansas DOT, Fort Benning Army Base, Fort Hood Army Base, Nellis Air Force Base, Bureau of Land Management, Redwood National Forest, and Atlanta Hartsfield Airport to name a few. We currently have over 650 MowerMax Boom Mowers in the market place with over 425 Counties, Cities and Townships across the nation and growing every day. Our business philosophy is "To pursue excellence in everything we do." This is true from the design to the manufacture, to the sale and to the servicing of our products. We try to treat the people we deal with the way we want to be treated – honestly, courteously and promptly. Lastly, ATMAX Equipment Co. wants to always be the market leader in purpose-built boom mowers in North America!</p>	*
12	What are your company's expectations in the event of an award?	ATMAX Equipment Co. anticipates our sales will be increase significantly as we sell predominately to government agencies who are required to go through a rigorous bidding process. By providing our customers with the ease and cost-effective way of procuring equipment through a nation-wide contract, we feel that sales will be immensely easier for all concerned. Many of our customers as well as prospective have requested that we attain Sourcewell certification and as such we are simply listening to our customers by pursuing this Sourcewell contract. They customers will greatly appreciate it if we are on Sourcewell.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Because we are a privately owned corporation, we decline to provide our financial statements; however, our annual sales are approximately \$48 Million. We are attaching letters of reference from our banks, Bank of America and Valley Bank. Additionally, we have attached credit references from some of our vendors - Hydradyne, LLC, Tampa Bay Steel and Power Systems, Inc.	*
14	What is your US market share for the Solutions that you are proposing?	ATMAX Equipment Co. produced our first purpose built boom arm mower in 2016. We currently produce plus 50% of the purpose built boom mowers in the United States of America, and it is growing. Within the overall boom arm sector we control 25% of the traditional boom arm business available. In the past eight years we have experienced an average of 30% increase in sales 7 years in a row.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Expanding into Canada and other parts of the world in due course is very part of our go-forward plans on our radar as a company. That being said we are committed to doing so in a structured and systematic manner. We have started to see interest from the Canadian market without purposing it and our first machine is now in Canada. Our strategy for growth in Canada and beyond will take a slightly different approach than our US business. We are starting the process of identifying potential local partners in Canada that would be good representatives for us. And additionally, we continue to develop our internal support structure infrastructure so that when we do fully launch a Canadian growth initiative, we will be able to provide the same quality of technical support to our customers. We are not far off and there are exciting times ahead for sure.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No current or completed bankruptcies for Proposer or any possible Responsible Party.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ATMAX Equipment Co is both a manufacturer and service provider of MowerMax industrial equipment for use on right-of- ways, roadsides, reclamation and various other applications. We have various ways to purchase including direct sales and a independent dealer network. Our sales team, lead by our Executive Vice President of Sales and Vice President of Sales includes 12 outside Regional Sales Managers that work directly with customers. We also have an inside Sales Support Team at our Corporate Headquarters in Tampa, Florida and 4 Product Specialists equipped with machines, attachments and dedicated trucks doing onsite demonstrations throughout the US to find solutions and select the right product for our customers. The Sales, Service and Engineering teams work closely together to find the right solutions to meet the customer needs. Our Service team at ATMAX includes a designated Parts Team and a Customer Service Team consisting of 3 Regional Service managers across the US and a mobile Factory Service Team, consisting of (12) mobile factory service technicians with fully equipped service trucks (service bodies & cranes) to support our product, limit downtime and maintain productivity. The engineering staff also provides support for both the Sales and Service team. The sales staff as well as the service team are also responsible for the initial and ongoing operator and safety training. Our Marketing Team also supports the Sales Department by managing an extensive Trade Show schedule, and direct communication to the customer and prospective customers. The Sales, Service, Parts, Engineering, Marketing, and Accounting teams are all employees of ATMAX Equipment Co. A dealer is required to meet sales goals and a maintain a dedicated Government Sales staff along with mobile product support and additionally supported by ATMAX Equipment Co.	*																																												
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ATMAX employs a team of five engineers, who, collectively, have over 100 years of Solid Works experience. The MowerMax Boom Mower's cab has been certified for ROPS-ISO 3471 certified and has gone above and beyond this certification with the cab being FOPS-ISO 3449 certified as well which tractor mounted boom mowers do not have.	*																																												
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	ATMAX Equipment Co. has never received any debarments or suspensions.	*																																												
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The MowerMax Boom Mower's cab has been certified for ROPS-ISO 3471 certified and has gone above and beyond this certification with the cab being FOPS-ISO 3449 certified as well which tractor mounted boom mowers do not have.	*																																												
21	What percentage of your sales are to the governmental sector in the past three years?	90-95% of the ATMAX Equipment Co. products sold in the past 3 years were sold to the government sector. Our business focus for the past few years has been to identify opportunities in various government sectors and find ways to partner with the local administrations to meet their needs in very practical ways. Our MowerMax Boom Mowers meet a unique need for towns, cities, townships and counties, as well as State DOT's and other government sector groups and providing them with quality products that are made in the USA. Our goal is to come alongside these entities and help them manage their Road Rights-of-Way in the most effective and efficient ways possible. In order to support this government sector focused initiative effectively, we are very mindful of the team members we hire. And our Regional Sales and Business Development Managers come to us from focused industrial and heavy equipment backgrounds, with a deep knowledge and experience in serving the government sector. It is also worth mentioning that it is important for us from further growth perspective that we recently expanded our engineering group to develop other new products that we will be bringing to the market in the coming months and years to further serve the government sector. Once again also focused on meeting and solving issues for the government sector with practical, world class, made in America products.	*																																												
22	What percentage of your sales are to the education sector in the past three years?	Today less than 1% of our current sales go to the education center. That being said, last year we begun an outreach to educational establishments (mainly colleges) which are typically based on a large campus, often with much vegetation and have started quoting them. We currently have a few in our sales pipeline and plan to grow that.	*																																												
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<table> <tr> <td>ACCA</td><td>2024 - \$1,224,740</td><td>2023 - \$2,274,149</td><td>2022 - \$4,129,819</td></tr> <tr> <td>BuyBoard</td><td>2024 - \$3,269,750</td><td>2023 \$3,235,131</td><td>2022 - \$1,327,428</td></tr> <tr> <td>FSA</td><td>2024 - \$4,696,925</td><td>2023 - \$1,900,932</td><td>2022 - \$2,907,701</td></tr> <tr> <td>GA State</td><td>2024 - \$1,345,555</td><td>2023 - \$3,500,390</td><td>2022 - \$846,090</td></tr> <tr> <td>KY State</td><td>2024 - \$1,086,693</td><td>2023 - \$2,098,233</td><td>2022 - \$1,464,525.25</td></tr> <tr> <td>MS State</td><td>2024 - \$4,018,055</td><td>2023 - \$522,285</td><td>2022 - \$228,306</td></tr> <tr> <td>NC State</td><td>2024 - \$484,323</td><td>2022 - \$224,250</td><td></td></tr> <tr> <td>NCSA</td><td>2024- \$275,035.40</td><td>2023 - \$1,044,217</td><td>2022 - \$407,327</td></tr> <tr> <td>Ohio DOT</td><td>2024 - \$3,077,763</td><td>2023 - \$4,181,740</td><td>2022 - \$3,318,933</td></tr> <tr> <td>PA/Costars</td><td>2024 - \$1,794,824</td><td></td><td></td></tr> <tr> <td>SC State</td><td>2024 - \$513,887</td><td>2023 - \$2,469,597</td><td>2022 - \$892,361</td></tr> </table>	ACCA	2024 - \$1,224,740	2023 - \$2,274,149	2022 - \$4,129,819	BuyBoard	2024 - \$3,269,750	2023 \$3,235,131	2022 - \$1,327,428	FSA	2024 - \$4,696,925	2023 - \$1,900,932	2022 - \$2,907,701	GA State	2024 - \$1,345,555	2023 - \$3,500,390	2022 - \$846,090	KY State	2024 - \$1,086,693	2023 - \$2,098,233	2022 - \$1,464,525.25	MS State	2024 - \$4,018,055	2023 - \$522,285	2022 - \$228,306	NC State	2024 - \$484,323	2022 - \$224,250		NCSA	2024- \$275,035.40	2023 - \$1,044,217	2022 - \$407,327	Ohio DOT	2024 - \$3,077,763	2023 - \$4,181,740	2022 - \$3,318,933	PA/Costars	2024 - \$1,794,824			SC State	2024 - \$513,887	2023 - \$2,469,597	2022 - \$892,361	*
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24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	ATMAX Equipment Co. partners with Federal Contract Company (FCC) to represent MowerMax on their GSA Contract. They have an experienced staff to promote equipment to federal agencies and simplified purchasing.	*
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**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Benton County Public Works Department, Arkansas	Marty McConnell	(479) 372-0446	*
Benton County Road Operations Department, Oregon	Rich Spofford	(541) 766-6017	*
Wabash County, Indiana	Cole Wyatt	(260) 906-6587	*
Holmes County Engineering, Ohio	Chris Young	(330) 231-8851	

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

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

Line Item	Question	Response *	
26	Sales force.	ATMAX Equipment Co. employs 12 Regional Sales Managers and a Sales Support Team dedicating their efforts to Government Sales. They are fully supported by the factory sales team, the Executive Vice President of Sales and Vice President of Sales. US Customers are able to purchase directly from the manufacturer or an authorized dealer. Our sales staff, along with the supporting sales team in Tampa, FL are all factory trained to provide product specifications, quotes for individual needs, order placement, production, logistics, operator & safety training, parts and service. The sales team will work with and in close communication with operators, fleet asset managers, procurement and any other Government personnel to purchase through a Sourcewell Contract, if awarded. Our service team consists of 3 Regional Service Managers covering the North, the South and the West overseeing 12 factory trained technicians and a fleet of service trucks, supported by our engineering team and senior service staff at the manufacturing facility. Our Technical Service Team is continuing to expand and we are expecting to hire an additional 6 Service Technicians this year and will also be creating a Rapid Deployment Team to support our machines in recently developing areas in fairly remote locations in Canada, Alaska and Hawaii to begin with. Customer focus and service is at the core of who we are and we are investing heavily in this.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>In the highly competitive world of heavy equipment manufacturing, the choice of sales model can significantly impact customer satisfaction, service quality, and overall business growth. ATMAX has chosen to sell directly to customers through our in-house sales force rather than relying on third-party distributors and re-sellers. This strategic decision is driven by our commitment to accountability, superior service, and seamless factory support, ensuring our customers receive the best possible experience. Unlike traditional distributor networks, our direct sales team operates with full responsibility for achieving sales targets and expanding market share. Each sales representative has been handpicked for the region they cover and is fully invested in the success of our brand, rather than splitting their focus across multiple manufacturers. This translates to:</p> <p>Driving Sales Growth Through Accountability</p> <ul style="list-style-type: none"> <li>• Stronger Customer Relationships – Our Sales Managers build long-term relationships with our customers, understanding their specific needs and providing tailored solutions</li> <li>• Greater Product Knowledge – As dedicated representatives of ATMAX, our sales team possesses in-depth expertise about our equipment, allowing them to communicate value more effectively.</li> <li>• Improved Responsiveness – Direct engagement enables our team to react quickly to customer inquiries, evolving market trends, and emerging opportunities.</li> </ul> <p>Delivering World-Class Service to Our Customers</p> <p>Service is a cornerstone of our business, and a direct sales model enables us to provide unparalleled customer support. By eliminating the middleman, we ensure that our customers receive:</p> <ul style="list-style-type: none"> <li>• Faster Response Times – Without a third-party intermediary, we can address service needs immediately, ensuring minimal downtime for customers.</li> <li>• Consistent Service Quality – Our internal service teams are trained to uphold the highest standards, delivering reliable and consistent support across all regions.</li> <li>• Streamlined Warranty and Parts Assistance – A direct line to our service teams means customers can resolve issues quickly, with no delays caused by distributor bureaucracy.</li> </ul> <p>Seamless Factory and Field Support</p> <p>The ATMAX direct sales model also allows us to tightly integrate factory operations with on-the-ground service technicians across the United States. This synergy provides several key benefits.</p> <ul style="list-style-type: none"> <li>• Enhanced Production Planning – By maintaining direct communication with MowerMax customers, we can align factory production schedules with real-world demand, ensuring the right equipment and/or parts are available at the right time.</li> <li>• Nationwide Mobile Service Technicians – Our dedicated team of mobile service technicians are strategically positioned throughout the country, providing rapid on-site support wherever and whenever needed. And they are not only Service Techs, they are literally the face of our company to the customer and act as our ATMAX Ambassadors.</li> <li>• Continuous Feedback Loop – Direct insights from sales and service teams help our engineering and manufacturing divisions refine and improve equipment based on real-world use cases.</li> </ul> <p>A Winning Strategy for Long-Term Success:</p> <p>By adopting a direct-to-customer sales model, we have created a business structure that fosters accountability, enhances customer service, and strengthens the link between our manufacturing operations and end-users. This approach not only drives sales growth but also builds a loyal customer base that trusts our brand for its reliability, efficiency, and service excellence. As we continue to expand our reach, we remain committed to setting new industry standards in sales and service, ensuring our customers experience the best that heavy equipment manufacturing has to offer. And it is on this foundation that we are now designing and engineering other new products that we will be bringing to the market in the coming years to ensure continued and sustainable growth.</p>
28	Service force.	<p>Service is at the core of the MowerMax DNA. And in order to provide our customers with an experience that is Second-to-None we use a basic framework.</p> <ul style="list-style-type: none"> <li>• Empowered Employees - we give our Service Technicians the autonomy and authority to solve problems fast.</li> <li>• Proactive Service - we anticipate our customer needs.</li> <li>• Seamless Technology - we seek to reduce friction in the customer journey.</li> <li>• Consistency - our customers know what to expect and value what our brand delivers.</li> <li>• Strong Core Values - our customer's experience is a part of our brand's DNA so, "service" for us is not a department but rather a way of life for everyone at ATMAX.</li> </ul> <p>As such, our 3 Regional Service Managers who are responsible for overseeing our Service Team currently made up of 12 Service Techs who are constantly on the road (soon to be joined by more Techs) are on the front line and they are supported by our factory-based Engineering team as well as internal Customer Support Group who handle and manage everything from our Parts Department, Shipping and Internal Technical Support.</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.	Our salesmen provide quotes directly to the Participating Entities. When an order is placed by a Participating Entity to the salesman it is immediately added to the production schedule and is given an anticipated build date. The production schedule is continuously reviewed and updated by our Production Manager in conjunction with our Factory Operations Manager and other integral members of the Production Management Team.	*
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>The ATMAX Customer Service Process Framework</p> <p>Customer-Centric Commitment</p> <ul style="list-style-type: none"> <li>• Prioritize keeping our MowerMax customer's equipment operational and available.</li> <li>• Be easy to do business with at all levels of service.</li> <li>• Make our people, not voicemail, the first point of contact for customers.</li> <li>• Respond with urgency to every customer call or inquiry.</li> </ul> <p>Accessibility &amp; Communication</p> <ul style="list-style-type: none"> <li>• Provide direct access to Service Techs, Service Managers, Sales Managers and our Parts &amp; Service Department at HQ.</li> <li>• Offer multiple contact channels: <ul style="list-style-type: none"> <li>o Direct phone lines</li> <li>o Cell phones</li> <li>o Email</li> </ul> </li> <li>• Ensure swift response times for our customers with a goal of speaking to a live person rather than using voicemail.</li> </ul> <p>Service Response &amp; On-Site Support</p> <ul style="list-style-type: none"> <li>• Offer nationwide service coverage with on-site service as the standard.</li> <li>• Schedule service visits immediately upon request.</li> <li>• Eliminate customer burden – no need to bring machines to us; we come to them.</li> <li>• Strive for on-site service within 5 days of request, preferably sooner.</li> <li>• Follow-up service visits as a courtesy when in the area.</li> </ul> <p>Warranty &amp; Repair Coverage</p> <ul style="list-style-type: none"> <li>• Cover all parts, labor, and travel during the warranty period.</li> <li>• Ensure transparency in warranty terms and provide hassle-free service under coverage.</li> </ul> <p>Problem Resolution &amp; Ownership</p> <ul style="list-style-type: none"> <li>• Maintain an obsessive commitment to customer care.</li> <li>• Adopt a "whatever it takes" approach to solving customer issues.</li> <li>• Encourage team members to own problems until fully resolved.</li> <li>• Continuously evaluate and improve service processes based on customer feedback.</li> </ul> <p>Culture of Service Excellence</p> <ul style="list-style-type: none"> <li>• Train employees to prioritize customer needs at all times.</li> <li>• Foster a service-driven mindset across manufacturing, engineering, and service teams.</li> <li>• Emphasize proactive service—anticipating issues before they arise.</li> </ul> <p>By following this framework ATMAX has been able to ensure that our customers receive the highest level of service, reinforcing our reputation as a world class "Made in the USA" manufacturer that truly stands behind its equipment and supports all of its customers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	ATMAX Equipment Co. employs 12 Regional Sales Managers and a Sales Support Team dedicating their efforts to Government Sales. They are fully supported by the factory sales team, the Executive Vice President of Sales and Vice President of Sales. US Customers are able to purchase directly from the manufacturer or a authorized dealer. Our sales staff, along with the supporting sales team in Tampa, FL are all factory trained to provide product specifications, quotes for individual needs, order placement, production, logistics, operator & safety training, parts and service. The sales team will work with and in close communication with operators, fleet asset managers, procurement and any other Government personnel to purchase through a Sourcewell Contract, if awarded. Our service team consists of 3 Regional Service managers, 12 MowerMax trained technicians and a fleet of service trucks, supported by our engineering team and senior service staff at the manufacturing facility.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time, a Canadian prospect can purchase directly through Atmax Equipment Co. which includes full factory sales and service support. In our effort to increase sales growth in Canada, we are currently exploring dealer options as well as a dedicated Sales Manager in Canada to fully promote the Sourcewell Contract.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Atmax Equipment Co. can service all geographical areas in the US and Canada	*



34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We can fully service all Sourcewell Participating Entities, if awarded, with no limitations	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We can fully service all Sourcewell participating Sectors, if awarded, with no limitations	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we can fully sell and service without restrictions to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Being an outwardly focused organization committed to serving customers and community, we believe that Sourcewell affiliation would significantly streamline procurement considerations for existing and potential qualified customers especially in the government sector. As such, our intention would be to encourage and facilitate as many sales as possible through Sourcewell. Simplification of sourcing and avoidance of multi-source bidding and costing for customers through Sourcewell would be prioritized, emphasized and reinforced through Sales, Training and Marketing processes. As for Marketing, ATMAX Equipment Co. is committed to leveraging a strategic, multi-channel approach to maximize awareness and utilization of our Sourcewell contract. Our goal is to educate buyers, streamline procurement, and showcase the value of our purpose-built landscaping equipment.</p> <p>1. Digital &amp; Content Marketing (Marketing Reference: Table 4 - Q37 #1):</p> <ul style="list-style-type: none"> <li>Dedicated Webpage: A contract-specific page (including Sourcewell, State contracts, etc.) @ mowermax.com/purchasing WILL BE created and published to highlight purchasing relationships and drive visiting traffic (especially those in the purchasing stage) to the Sourcewell / ATMAX information page (if approved). We will also display the Sourcewell logo on the other webpages (if permitted to do so). As such, all visitors to mowermax.com will be aware of our relationship with Sourcewell and, therefore drive web traffic to visit Sourcewell.org/our main info page.</li> <li>Social Media Outreach: <ul style="list-style-type: none"> <li>LinkedIn &amp; Instagram: Promoting Sourcewell contract advantages / affiliation with dedicated posts, and including "Sourcewell – Awarded Contract" logo within the designs of traditional posts</li> <li>Paid Social Campaigns: Running LinkedIn Ads, Google Ads, etc. targeting government procurement officers and public works decision-makers promoting Sourcewell affiliation.</li> </ul> </li> <li>YouTube Videos: We will dedicate resources to produce engaging video content (or modify existing content) featuring product demonstrations, customer success stories, trainings and explanations, with Sourcewell affiliation information. If / when gain approval for Sourcewell affiliation, ATMAX will update all textual (YouTube) video descriptions for all existing and future published videos of how government agencies can save time and money using the Sourcewell contract with accompanying links to both our company website / pages (featuring specific Sourcewell information) and direct link(s) to the Sourcewell page(s).</li> </ul> <p>2. Email Marketing &amp; Direct Outreach (Marketing Reference: Table 4 - Q37 #2):</p> <ul style="list-style-type: none"> <li>Email Campaigns: All general or targeted email campaigns to municipalities, state agencies, and contractors, featuring Sourcewell branding and information. For example, all Marketing eMails would contain a stylized block of information relating to our Sourcewell relationship and contract with links to relevant Sourcewell content (see attached). Additionally, all Outlook eMail templates and digital signatures would be utilized for all internal ATMAX employees (especially Sales and Service) with Sourcewell information and direct links.</li> <li>Personalized Sales Outreach: Our sales team will conduct direct engagement with all new leads, elected officials, procurement officers, public works departments, and current customers to communicate the benefits of Sourcewell cooperative purchasing.</li> </ul> <p>3. Co-Branding &amp; Sourcewell Partnership (Marketing Reference: Table 4 - Q37 #3):</p> <ul style="list-style-type: none"> <li>If approved, develop co-branded (MOWERMAX &amp; Sourcewell) digital and print material for placement in municipal publications, trade journals, online government procurement resources, and direct mail materials.</li> </ul> <p>4. Competitive Comparisons &amp; Customer Testimonials (Marketing Reference: Table 4 - Q37 #4):</p> <ul style="list-style-type: none"> <li>Performance Comparisons &amp; Whitepapers: MOWERMAX v. Ag Tractors AND MOWERMAX v. Competitor X which will be redesigned to include Sourcewell verbiage and branding (see attached)</li> <li>Customer testimonials (see attached).</li> </ul> <p>5. Trade Shows &amp; Live Demonstrations</p> <ul style="list-style-type: none"> <li>Participation in 100+ Annual Trade Shows: ATMAX Equipment Co. is committed to showcasing our Sourcewell contract benefits at national and regional expos, including APWA, PWX, and state municipal association conferences.</li> <li>Live Equipment Demonstrations: We spend considerable time and resources presenting in-person trainings and LIVE demonstrations to local municipal customers and neighboring municipal prospects all over the country. All demos feature actual working MOWERMAX BOOM MOWERS with appropriate attachments, showcasing the efficiency and durability of our boom mowers and landscaping equipment. All demos and training events would emphasize Sourcewell affiliation and benefits with supporting literature, graphics and detailed Q and A.</li> <li>Speaking Engagements: Providing educational sessions on cooperative purchasing and its benefits to municipal and state agencies present at trade show technical sessions and presentations. Although many such engagements must be neutral as far as company bias and branding, Sourcewell branding and information would be featured in content and messaging.</li> </ul>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At ATMAX Equipment Co., we leverage technology and digital data to optimize our marketing strategies, expand brand visibility, and drive customer engagement.</p> <p>1. Social Media &amp; Digital Advertising</p> <ul style="list-style-type: none"> <li>We utilize LinkedIn, Instagram, YouTube, and targeted digital advertising to engage with key decision-makers, including government officials, contractors, and resellers.</li> <li>We analyze engagement metrics (click-through rates, video views, interactions) to refine content strategies and maximize ROI.</li> </ul> <p>2. Metadata &amp; SEO Optimization</p>

• Our content, including website pages, product descriptions, and video assets, is optimized using metadata and keywords relevant to municipal mowing, roadside maintenance, and government procurement.

• This improves search engine rankings, driving more organic traffic to our website and increasing inbound leads.

3. Trade Show & Digital Integration

• We participate in over 100 trade shows annually, collecting and analyzing lead data to improve follow-up strategies. All events are promoted via eMail, Social Media, etc. campaigns (and reviewed and analyzed accordingly).

• Future integration of digital tools (such as QR code lead capture and automated follow-up sequences) will enhance our post-event engagement.

4. Video Marketing & Customer Education

• Our investment in studio-quality product highlight videos and operator maintenance guides supports both marketing and customer retention efforts.

• YouTube analytics help us refine content strategies based on viewer retention and engagement.

5. CRM & Data-Driven Marketing (Future Implementation Plan)

• As we upgrade our CRM solution by the end of 2025, we aim to integrate data analytics to track customer interactions and refine our outreach strategies.

• Predictive analytics will help tailor email marketing campaigns and personalized follow-ups based on customer behavior and preferences.

By combining digital tools, data-driven insights, and targeted outreach, we continuously optimize our marketing efforts to enhance brand awareness, lead generation, and customer relationships.

In addition to creating a position and hiring a dedicated, full-time Marketing Manager with additional consulting expertise, ATMAX recently updated, upgraded and over-hauled our entire digital & online presence in all of the following areas:

a. NEW website design and format (Marketing Reference: Table 4 - Q38 #a). featuring entirely new content optimized for SEO and based on our newest product offering (MOWERMAX GEN 4) and Google Ad campaigns generating increased traffic to our new website

b. NEW, updated and rebranded literature (Marketing Reference: Table 4 - Q37 #3): consistent with NEW branding, NEW website and updated to include NEW products (MOWERMAX GEN. 4 + attachments). NEW literature to be available on website via download

c. NEW professionally produced video content (Marketing Reference: Table 4 - Q3 #c): We are creating all new studio quality video content to be displayed at trade shows, YouTube channel and our NEW website. Since publishing, our YouTube exposure has grown significantly especially because videos are easily marketed via eMail, employee digital signature, social media, etc. All existing video descriptions and future published content will include Sourcewell linkage (if approved)

d. NEW digital prospect capture forms (Marketing Reference: Table 4 - Q3 #d): including "Contact US / Request for more Info", and "request for demo". In addition to automatic addition to relevant subscription lists, every response is automatically copied to the entire Sales Team via email for immediate awareness, reply and processing. Since introduction of the new digital forms (via Emma eMail Marketing), we have grown our subscription database significantly by 2000+ contacts.

e. More aggressive Social Media (especially YouTube, LinkedIn, Instagram): Employed new dedicated Marketing resource for more relevant digital content creation and increased frequency of postings (from approximately 1 x LinkedIn post per week to 3.5 posts per week). If approved for Sourcewell affiliation, we will follow, share, like and repost relevant Sourcewell content via our own Corporate and Employee LinkedIn Channels to drive traffic to Sourcewell page(s). We have also utilized new software (Canva) for content design, templating, planning and scheduling, etc. As a result, our exposure and following has significantly grown across channels.

f. NEW eMail Marketing : We have also upgraded our eMail marketing with New branding, geographic targeted campaigns, content (including Trade Show announcements, Product hallmarks (visibility, safety, maneuverability, stability and versatility), professionally produced video content, company announcements (such as several pertaining to effects of hurricanes at our headquarters in Tampa, FL) and employee announcements. All future eMailing would include Sourcewell affiliation imagery and links if approved (see attached)

g. Customer Relationship Management / CRM: Newly employed resources with years of experience in CRM administration, customization, implementation and management. We are in the process of organizing and cleansing contact, account, opportunity, order histories and activity data in preparation for CRM implementation. Salesforce.com (most likely solution) is being evaluated against Zoho CRM and Hubspot CRM for costing, customization and usability for planned implementation by end of 2025. We feel that CRM process and software implementation is crucial in our internal and external Sales, Marketing and Communication processes moving forward especially with respect to our emphasis on outwardly focused customer service and support.

See "Sourcewell-Marketing-Reference.pdf" (Table 4 - Q38)

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We believe Sourcewell plays a critical role in facilitating cooperative purchasing agreements that streamline procurement for public agencies, educational institutions, and nonprofit organizations. By leveraging Sourcewell's established contracting framework, we can provide our customers with an efficient and compliant purchasing mechanism that reduces administrative burdens and ensures competitive pricing.</p> <p>Our approach to integrating a Sourcewell-awarded contract into our sales process will be multi-faceted. First, we will educate our sales team on the benefits and procedural requirements of the Sourcewell contract to ensure they can effectively guide customers through the purchasing process. This includes training on contract eligibility, pricing structures, and compliance guidelines. Second, we will develop clear communication materials and resources to inform prospective buyers about the advantages of utilizing Sourcewell for procurement. Finally, we will incorporate Sourcewell contract information into our standard sales workflows, ensuring that when customers inquire about cooperative purchasing options, our team can confidently present Sourcewell as a trusted and seamless procurement solution.</p> <p>By proactively collaborating with Sourcewell and equipping our salesforce with the necessary tools and knowledge, we aim to enhance customer experience and facilitate a more efficient procurement process for our products.</p> <p>ATMAX Equipment Co. views Sourcewell as a key partner in expanding contract opportunities and streamlining the purchasing process for eligible members. We look forward to receiving updates on contract eligibility and any procedural changes, as well as support in identifying and securing piggyback awards.</p> <p>We see great value in co-branding efforts and would welcome marketing collaboration to enhance visibility and engagement with potential buyers. Having Sourcewell-branded materials available for trade shows, demonstrations, and industry events would further strengthen outreach efforts. Additionally, we appreciate the opportunity to work closely with our contract manager to ensure timely follow-ups on member inquiries, allowing us to engage prospective customers efficiently and effectively.</p> <p>Ongoing training and support from Sourcewell would be beneficial as we integrate this contract into our sales process. We are also interested in learning from the experiences of other vendors to refine our approach and maximize our partnership's success. If there are forums or networking opportunities available, we would welcome the chance to participate.</p> <p>Looking ahead, ATMAX is focused on strategic growth, including expanding our market presence in Canada and, eventually, beyond. Any insights Sourcewell can provide on reaching new markets and leveraging our contract for broader opportunities would be invaluable.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently, MowerMax products are not available through an e-procurement ordering process. With an extensive line of road right-of-way equipment, our sales team provides a hands-on approach by identifying the right product(s) to meet the individual customers need. An e-procurement process does not adapt well to our customer focused approach to sales.</p>	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All MowerMax customers are provided with a comprehensive, on-site training focused on operation, maintenance and safety by an ATMAX Equipment Co. representative. Our standard, hands-on operator and safety training is tailored to the proper use, operation and maintenance of specific products and attachments. Training is provided by our sales team along with our service team and is scheduled soon after the machine is delivered and before the machine is put into use by the end user. All ATMAX representatives are factory trained on proper operation, use, best practices, maintenance and the overall safety of the machine and its operator. Our dealer personnel are also factory trained and along with an ATMAX representative, attend operator, maintenance and safety trainings with customers.</p> <p>MowerMax provides a hard copy manual as well as digital manuals (USB Flash Drive) with each machine and attachment. Manuals provide specific information about the safe operation of the machine, maintenance and parts. MowerMax offers operator walk around videos that are available through our website. We also have a growing number of operation and product demonstration videos available as well. If awarded, standard operator training will be provided to Sourcewell participating entities along with all product manuals and proper use, maintenance and training videos at no additional cost.</p>	*

42	Describe any technological advances that your proposed Solutions offer.	The MowerMax is purpose-built specifically for vegetation management applications 1. The MowerMax utilizes a CAN based control system that significantly reduces hard wiring requirements and allows for easy to understand on board diagnostics interfacing with the display screen in the cab. Certain critical voltages and pressures can be viewed from the display by the operator, instead of having to use a voltmeter or pressure gauge to obtain this information. The high end CAN control valve offers excellent proportional control of all boom function. 2. Front attached skid steer plate with high flow hydraulics offers the ability to use many different attachments such as blowers & broom that can be used in conjunction with the boom. This also has the ability for the operator to change to a float mode which allows the attachment to follow the ground terrain, key when using our 96" front end mowing attachment. 3. Standard backup camera with its own rear view mirror style display. Having a separate display for this allows the operator to still view data on the main display while in reverse. 4. Ability to have 4 wheel complimentary steering as well as crab steering	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	1. We use a Cummins Stage 5 emissions level engine. This is a higher emission standard than what is currently required in the US, which is Tier 4 final. Stage 5 engines have higher emissions reduction standards of Nitrogen Oxide (NOx) and emissions particle matter (black soot), than the Tier 4 final requirements. Certification agency EPA. 2. The Stage 5 Cummins fuel efficiency has a 3 percent average reduction in overall fluid costs compared to Stage IV. 3. The Stage 5 engine operating costs are lower due to a 1,000-hour oil change interval, twice as long as the current 500 hours of Stage 4 4. We offer optional biodegradable hydraulic oil.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Cummins Stage 4 engine emissions level certification.	*
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?	ATMAX Equipment Co. will offer many attributes to Sourcewell members by first Identifying needs and delivering the right product with a very hands on approach throughout the entire sales process, including onsite meetings and product demonstrations from our sales and support staff. (1) MowerMax by ATMAX Equipment Co. is a purpose built boom mower manufactured in Tampa, Florida, USA with some out sourced components. We are the manufacturer, sales, service and parts supplier of a self-propelled, purpose-built mowing system with tremendous versatility. This provides a single source to meet any and all customer needs, before, during and after the sale. We utilize a Cummins engine and they also provide an extensive nationwide support network for their engine and its components. With a continued focus on reducing downtime, we are able to stock all components for our product at the manufacturing facility in Tampa, FL. In addition, our company owned fleet of service trucks are equipped with normal wear parts. (2) Versatility is at the forefront of our product, allowing for use in various applications. We offer a vast array of boom attachments with a very user friendly quick disconnect system i.e. Rotary, Flail, Saw, Mulching attachments, etc.. We also offer a front lift system with a quick disconnect system to allow the use of many skid steer type attachments on the front of our machine. i.e. Broom, Blades, Blowers, etc. (3) Stability is increased with the use of cast iron counterweights that directly offset the weight of the boom and its attachments, along with a rear axle stabilization system. This combination of the two provides for stable and safe operation. (4) Visibility, comfort and safety for the operator is provided with a isolated mounted cab forward design to allow unhindered views of the work area, the machine or its attachments, either in a work focused area or in a travel mode. A two pedal, four speed hydrostatic transmission allows the operator complete speed control, no matter the terrain or application. The standard right side window is 1/2" polycarbonate to protect the operator and allow an unobstructed view. We also have a 10" Touchscreen display directly in the operators line of site to allow a continued focus on the safe operation of the machine. Our standard LED strobe light package provides visibility from passersby.	*
46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability and roll-over protection systems (ROPS) or stability enhancements, slip resistant grips and surfaces, blade guards and throttle lockouts.	1. We offer a side console mounted emergency stop switch shutting off all power to the machine when pressed. 2. Seat belt safety switch & seat switch are used such that the operator must be physically sitting in the seat with the seat belt fastened before machine operation is allowed. 3. Alarm system and on screen code display pop up messages give the operator important information about potential machine malfunctions. 4. The MowerMax was designed intentionally with a low center of gravity specifically for machine stability. Also, for stability reasons, four wheel steer & crab steer are only allowed in first gear. 5. The design of the cab location relative to the boom arm allows for superior visibility of both the road in front of the operator as well as the cutting attachment being used on the boom.	

47	Describe any ergonomic features your products offer such as adjustable operator controls, suspension seats, vibration dampening systems, enhanced visibility cab designs, assistive mechanisms for lifting heavy components, and anti-glare interfaces to reduce eye strain.	We offer an isolated mounted cab with a fully adjustable Grammer Air Ride seat including back and arm rest, lumbar support and a tilt function to provide the operator the ultimate all day comfort. The right side window of the cab protects the operator with 1/2" Polycarbonate while allowing an unobstructed view of the work area. We have an adjustable, pedestal mounted, user friendly 10" Touch screen display allowing an easy viewing. The operator to monitor the performance of the machine, utilize the on and off functions required, control the cab climate and troubleshoot all from one screen. Our ergonomic joystick allows for ease of use by the operator with adjustable speed controls.
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>Our goal is to provide our customers with the very best service possible. This means trying to provide service within two days of their request. In order to do this, we have 3 full-time customer service managers across the United States along with our 12 service technicians strategically located throughout the country. All of our service techs have custom service trucks loaded with parts as well as a laptop with all the software needed to diagnose any issues with the MowerMax. We also have our engineering staff in Tampa readily available to help our techs solve any issues they encounter.</p> <p>The MowerMax Boom was designed for ease of repair and maintenance. Most of the items are behind 4 hinged doors. This includes, among other things, access to the hydraulic and engine oils dip sticks and tanks, hydraulic pumps, manual levers for the boom movements (if necessary) compressors and a hydrostatic transmission. Our factory and service trucks have a full complement of parts available at all times. As the manufacturer, we have a complete inventory of parts and components needed to complete the necessary customer orders for new equipment and service the needs of our existing owners of the MowerMax.</p> <p>We have a one year, bumper to bumper warranty on our products minus wearable items. Additionally, there is a 2 years/2,000 hours warranty on the Cummins engine and a 5 years/3,000 hours warranty on the Cummins Aftertreatment. ATMAX Equipment Co. warrants that its products shall be free from defects in parts, materials and workmanship. It is limited to the cost of the repair or the replacement by ATMAX Equipment Co. or its authorized service representative of Defective Items. Not included are labor or transportation unless agreed upon by ATMAX Equipment Co. in writing. It does, however, include reasonable shipping charges for Defective Items (as determined by ATMAX Equipment Co.) to and from ATMAX Equipment Co or its authorized service representative which result from Defective Items.</p>



**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a WMBE.	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a MBE	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a WBE	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a DOBE	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a VBE	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a SDVOB	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a SBE	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a SDB	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are not a WOSB	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	ATMAX Equipment Co. offers credit on a Net 30 Days term. We prefer payment by ACH. We also accept payments by check or wire.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	ATMAX Equipment Co. offers a leasing and financing option through a third Party. Leasing 2, Inc. specializes in equipment lease financing to government agencies across the US with an emphasis on public works, solid waste, fire and EMS, technology and public schools.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	ATMAX will use its standard quote and order forms for sales to customers. See attached documents.	*
61	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?	We accept P-card for payments on parts orders and field services.	*

62	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.	We utilize both line-item discounts as well as product-category discounts. Our pricing sheet that has been uploaded has all options and available attachments. Should we decide to manufacture and distribute additional options or attachments that have not been included in the contract, we will offer a set discount off the list price of those items.	*
63	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.	We are offering a 15% discount off our MSRP on all equipment, attachments and options on this proposal.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts or rebate programs are handled on a case by case basis from the factory.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ATMAX Equipment Co. will handle each sourced, open market, or non contracted item on a case by case basis. Each request will be provided the method on determining sales price.	*
66	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.	ATMAX Equipment Co. does not charge for setup, pre delivery inspection, training or any other additional charges.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is calculated by ATMAX Equipment Co. for the continental US and listed on the final quote. We utilize several logistics service providers to ensure the most cost effective shipping methods.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is calculated by ATMAX Equipment Co. for Alaska, Hawaii, Canada or any other offshore deliveries and listed on the final quote. We utilize several logistics service providers to ensure the most cost effective shipping methods. In some instances, we will need to utilize unique delivery methods, based on location.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ATMAX Equipment Co. offers managed inventory of parts directly from the factory or from each of our factory trained service technicians. We also work seamlessly with third party contractors purchasing on behalf of our customers.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All quotes reference the cooperative contract pricing being utilized. Member number and contract number are well documented on sales quotes, sales orders, and invoices. When the purchase order is received, we immediately forward the purchase order to the cooperative contract agency, it is added to the quarterly report for the appropriate quarter, and a paper copy gets filed in a folder to be reviewed when finalizing the quarterly report. If demand for a report is requested prior to quarterly report due, the process is seamless for producing said report.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	ATMAX will measure the success of the agreement by measuring: <ul style="list-style-type: none"> <li>• The number of quotes sent under the agreement.</li> <li>• The dollar value of quotes sent under the agreement.</li> <li>• The percentage of quotes that result in a sales order.</li> <li>• The number of new customers acquired.</li> </ul>	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	ATMAX Equipment Co. will pay an Administrative Fee of 1.6% to Sourcewell of the amount invoiced to the Participating Entity on all equipment sales that have been sold utilizing Sourcewell.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing is as good as or better than we typically offer.	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>MowerMax by ATMAX Equipment Co. offers a purpose-built, solution-based machine for road right-of-way maintenance. The full range of roadside maintenance equipment is used for vegetation management, debris removal, snow removal, water outflow and other necessary roadway and roadside maintenance. We focus on the needs of our customers by manufacturing a versatile machine with (4) boom lengths, multiple boom attachments and the ability to utilize most front mount (skid steer type quick attach) attachments.</p> <p>ATMAX Equipment Co. manufactures boom lengths of 22', 24', 26' and a telescoping 30' and are used for many types of road right-of-way maintenance. MowerMax boom attachments for general mowing include (4) rotary mower models with various widths and blade options and (2) flail type mowers with different knife options available.</p> <p>MowerMax limb saws are manufactured in (4) different models, including single and multi-blade saws from 48" to 90" cutting width and a 90° swivel for a cleaner, more precise cuts for certain applications.</p> <p>We offer a boom mounted fixed tooth forestry mulcher with a 180° rotator that is utilized in storm debris cleanup, road canopy management and right-of-way reclamation.</p> <p>The MowerMax boom mounted grapple attachment is used for road right-of-way brush/debris removal and storm cleanup.</p> <p>ATMAX Equipment Co. manufactures a boom mounted 22" ditch maintainer that is used for maintaining water outflow and also preventing erosion. It allows the removal of silt, dirt and debris from existing outflow ditches and will also create small ditches to improve runoff.</p> <p>All MowerMax boom attachments are standard with a quick disconnect system for easy installation and quick removal.</p> <p>ATMAX manufactures a front mounted lift system to utilize most skid steer type attachments. MowerMax manufactures (2) front mounted mowers (skid steer type mount). The 96" front mounted mower (twin spindle) is used for shoulder and median mowing and a front mounted, telescoping side mower is used for shoulder mowing while the machine maintains a single lane.</p> <p>Along with mowers, MowerMax offers additional front attachments including but not limited to blades, grapples, brooms, blower, trencher, wood chipper and snow removal equipment.</p> <p>The MowerMax front lift attachments and boom attachments can be used simultaneously to increase efficiency.</p> <p>MowerMax has offerings of used and demonstrated equipment and attachments for purchase based on availability.</p>	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ATMAX Equipment Company products we are proposing fall within the scope of this RFP, Road Right-of-Way Maintenance Equipment. We offer a Prime Mover, Roadside vegetation management, Boom Mowers, Mid mount boom mower, Rotary Mowers, Flail Mowers, Forestry Mulcher, Tractor and Mower	*

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
76	Flail, boom, rotary, wing, sickle, and slope mowers	<input checked="" type="radio"/> Yes <input type="radio"/> No	MowerMax by Atmax Equipment Co. manufactures many options with Boom Arm lengths available in 22', 24', 26' & 30' lengths. We manufacture various boom arm attachments including Rotary Cutter(s), Flail Mowers (grass & hammer type). For use on the front lift system, we manufacture a 96" Rotary Cutter with adjustable gauge wheels and a front mounted wing mower (right side foldable wing), both with a skid steer type quick disconnect	*
77	Brush cutters	<input checked="" type="radio"/> Yes <input type="radio"/> No	MowerMax by Atmax Equipment Co. offers boom mounted brush cutting options including a 50" Drum Mulcher, Multi-Blade Saw with up to 90" cutting width, Flail Mower (hammer type) and a heavy duty Rotary Deck option for brush cutting	*
78	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	MowerMax by Atmax Equipment Co. offers a boom mounted 50" Mulching head and with the front mount system, a variety of products can be easily added for seeding, tilling and spraying applications. We also offer a hydraulic Wood Chipper for brush removal	*
79	Erosion stabilization and prevention products	<input checked="" type="radio"/> Yes <input type="radio"/> No	MowerMax by Atmax Equipment Co. has many uses that can help with erosion prevention or control. Use of the Boom Arm will eliminate the need for a machine to navigate a slope and prevent erosion. Our boom mounted ditch maintainer can be used to maintain water flow for drainage.	*
80	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	MowerMax by Atmax Equipment Co. manufactures a boom mounted 22" ditch maintainer to remove silt, sand and any other materials that prevent the flow of water in a ditch or other drainage areas.	*
81	Dust abatement water trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Truck mounted dust abatement option is not available however MowerMax by Atmax Equipment Co. offers a Dust Control kit for the front mounted 96" Rotary Broom	

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

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell 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 Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
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](#) - Sourcewell Pricing 2025.pdf - Monday March 24, 2025 13:36:44
  - [Financial Strength and Stability](#) - Table 2A-Question-13.pdf - Friday March 21, 2025 08:30:22
  - [Marketing Plan/Samples](#) - Sourcewell-Marketing-Reference.pdf - Friday March 21, 2025 08:30:35
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Standard Transaction Document Samples (optional)
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - Brochures - MowerMax and Attachments.pdf - Monday March 24, 2025 11:22:23

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Timothy Ward, CEO, ATMAX Equipment Co.



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

☐ Yes    ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		