

**MASTER AGREEMENT #032525****CATEGORY: Road Right-of-Way Maintenance Equipment****SUPPLIER: Montage Enterprises, Inc.**

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 Montage Enterprises, Inc., 140 Route 94, Blairstown, NJ 07825 (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 Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

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

Article 3: Supplier Obligations to Participating Entities

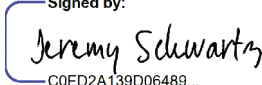
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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


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

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

Sourcewell

Montage Enterprises, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/15/2025 | 4:51 PM CDT

Signed by:

 ADD39733F0894CF...
 By: _____
 David Montanya
 Title: Vice President
 Date: 5/15/2025 | 8:00 AM CDT

RFP 032525 - Road Right-of-Way Maintenance Equipment

Vendor Details

Company Name: Montage Enterprises Inc

Does your company conduct business under any other name? If yes, please state: no

Address: 140 Route 94
P.O. Box 631
Blairstown, New Jersey 07825

Contact: David Montanya

Email: dave@montageent.com

Phone: 908-362-5353

Fax: 908-362-5405

HST#: 222521362

Submission Details

Created On: Friday February 07, 2025 11:16:12

Submitted On: Tuesday March 25, 2025 16:07:13

Submitted By: David Montanya

Email: dave@montageent.com

Transaction #: aa993b57-cc30-4a0b-9ba8-5d058279ee2b

Submitter's IP Address: 147.243.188.245

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.	Montage Enterprises, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
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).	Montage Enterprises Inc. does not have any other subsidiaries, entities, or D.B.A. names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 04VX7	*
5	Provide your NAICS code applicable to Solutions proposed.	444220	
6	Proposer Physical Address:	140 Route 94, Blairstown NJ, 07825	*
7	Proposer website address (or addresses):	www.montageent.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):	David Montanya Vice President 140 Route 94, Blairstown NJ,07825 dave@montageent.com (862)251-9707	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Mosher Sales Manager 140 Route 94 Blairstown NJ 07825 justin@montageent.com (862)268-1903	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kristina Varriccio Production Manager 140 Route 94 Blairstown NJ 07825 kristina@montageent.com (908)619-0096	*

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>Montage Enterprises Inc. is a distinguished manufacturer and distributor specializing in roadside mowing equipment and replacement parts. Our journey began in 1955, founded by the management team of the East Coast Distributor for Mott Mowers, with roots tracing back to George Montanya, a pioneer associated with Mott Mowers since 1950. Officially incorporated in 1984, Montage Enterprises initially focused on selling replacement parts for roadside mowers.</p> <p>Over the years, Montage Enterprises has diversified its offerings, entered new markets and developed advanced solutions that harness technology and sustainability. In 2013, we acquired Hevco Mower Corporation, the original manufacturer of Kut-Mor Mower Systems, and relocated operations to our northern New Jersey facilities. This acquisition solidified our position as a leading supplier of Mower Systems and roadside maintenance replacement parts, with a commitment to American-made quality.</p> <p>Our core values—integrity, collaboration, innovation, and customer-centricity—are the pillars of our success. We are dedicated to transparency and trust, fostering strong relationships with customers, dealers, partners, and employees. Innovation drives us to develop high-quality, sustainable solutions that exceed customer expectations. Our customer-first philosophy emphasizes long-term partnerships, superior craftsmanship, and exceptional service excellence.</p> <p>With over four decades of experience, Montage Enterprises has demonstrated resilience and adaptability, navigating economic shifts, technological advancements, and market expansions. We are dedicated to maintaining our strong and dependable dealer network. Our reputation for excellence is reinforced by repeat customers, referrals, and positive feedback. We pride ourselves on superior customer service, maintaining stocked shelves, and offering same-day shipping for parts to minimize downtime.</p> <p>Our knowledgeable sales and service team is extensively trained in both our products and competitor offerings, ensuring customers receive optimal guidance and solutions tailored to their needs. Our philosophy extends beyond sales, as we are committed to supporting communities, government entities, and businesses with dependable solutions that stand the test of time.</p> <p>Our longevity is a testament to our dedication to innovation, research, and development. By investing in technology and sustainability, we continue to provide cutting-edge, American-made products, remaining competitive in an evolving market while upholding the values that have defined our success for decades.</p>	
12	What are your company's expectations in the event of an award?	<p>Should Montage Enterprises Inc. receive an award, we anticipate establishing a streamlined and efficient procurement process for our customers, eliminating the need for a prolonged bidding procedure. We are eager to communicate this opportunity to our existing clients, emphasizing the benefits and convenience of this partnership. Collaborating with Sourcwell will enable us to offer high-quality roadside mowing equipment and replacement parts with enhanced accessibility, ensuring our customers receive premium products without sacrificing quality.</p> <p>This cooperative contract is expected to strengthen long-term relationships, encourage repeat business, and reinforce our commitment to providing exceptional service. We also foresee increased brand recognition and market expansion, further solidifying our standing as a trusted industry leader. Sourcwell will facilitate the development of work relationships and provide purchasing solutions in states where we lack contracts, as well as bolster our presence in the Canadian market.</p> <p>If selected, partnering with Sourcwell will allow us to achieve our objectives of expanding our business and growing our customer base across the United States and Canada. We will educate our customers, dealers, and resellers on utilizing the contract and disseminate our Sourcwell marketing materials via our website, social media, and industry events. Through Sourcwell, our customers will continue to enjoy high-quality products at competitive prices without the complexities of the bid process. Our sales team is poised to expand significantly to accommodate the anticipated increase in our customer base.</p>	
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.	<p>Montage Enterprises, Inc. is a privately held company in Blairstown NJ, with over 40 years of consistently profitable operations and access to a substantial line of credit. For detailed information on our financial strength and stability, please refer to the attached document "Montage Enterprises Financials" which provides comprehensive insights and data.</p>	

14	What is your US market share for the Solutions that you are proposing?	Montage Enterprises Inc. holds a significant market share in the replacement parts industry and our KUT-MOR mower systems make us a strong competitor in the Whole Goods Market. For the solutions we are proposing, we estimate that our market share in the United States ranges between 15-20%. This reflects our significant presence and competitive positioning within the industry.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share is currently at 1% but we anticipate significant growth and expansion in this market following our partnership with Sourcewell.	*
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.	Montage Enterprises, Inc. has never been involved in any bankruptcy proceedings, and we do not anticipate any such events in the future, given our financial strength and stability. Furthermore, we understand the obligation to notify Sourcewell in writing should we enter bankruptcy proceedings at any time during the evaluation period of this RFP.	*
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?	<p>Montage Enterprises Inc. is a prominent manufacturer and distributor, specializing in roadside mowing equipment and replacement parts, featuring our exclusive KUT-MOR Mower Systems. With our headquarters and manufacturing facility located in Blairstown, NJ, we have a dedicated team of 24 in-house employees who manage various aspects of our operations, including production, engineering, sales, customer service, and shipping.</p> <p>Our relationship with our sales and service force, as well as our dealer network, is integral to our business strategy. Our sales and service teams are comprised of employees who work directly for Montage Enterprises and coordinate throughout the day to manage requests, activities, and responsibilities related to selling and supporting our products. To accomplish such a level of customer service, employees must be trained, updated regularly to changing situations and be aware of our goals and plans within the various areas of sales, operations and logistics. We conduct regular meetings with our sales and service teams to explore sales expectations, address technological matters and engage in sales forecasting. Our production and engineering departments collaborate to ensure alignment with current sales and service requests, production lead times, client feedback, and new products featuring technological innovations. Our teams are dedicated to being proactive, anticipating challenges based on information collected and shared across various areas of our business.</p> <p>Our sales team actively engages with clients and dealerships throughout the year, providing product support and updates, ensuring that all customer needs are met. Customers have the flexibility to order directly from us or through our authorized dealers or resellers.</p> <p>We have developed a robust dealer network of 65 dealers and resellers across North America over the past 40 years. This network is built on strong working relationships with our equipment dealers and our commitment to supporting them. Our sales and service teams collaborate closely with these dealers to ensure that we meet our customers' expectations regarding the solutions we propose.</p> <p>Our service team is fully equipped to provide exceptional onsite and in-field service, extending to most of our customer base and our extended dealer network. We work hand in hand with our partnered dealers to assist them in servicing our equipment, ensuring a seamless experience for our customers.</p>	*
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.	Our organization holds essential licenses and certifications: ISO Compliant using QMS System with designated calibration area, Welder's Licenses, ISN for Contractor Compliance, DOT Certifications for hauling purposes, HR Certifications, and a licensed CPA. We ensure that all necessary certifications are obtained and actively maintained by our organization and any third parties or subcontractors we engage with.	*
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.	Montage Enterprises confirms that neither the company nor any designated Responsible Party has been subject to debarment or suspension at any time within the past seven years. We also acknowledge our responsibility to promptly notify Sourcewell in writing should any debarment or suspension occur during the evaluation period of this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Montage Enterprises has been recognized twice by Municipal magazine in July 2023, "How to Succeed by Failing" and July 2024- Montage Enterprises: "Surpassing the Expectations in Mower Parts". Montage has also received several sponsorship awards including: Bronze Sponsor at the OTA Ohio Townships Association, Gold Sponsor at Ohio APWA, and the Platinum Sponsor Rhode Island Public Works Association.	*

21	What percentage of your sales are to the governmental sector in the past three years?	Montage's sales to the governmental sector account for 88% of our total sales for the past 3 years. During this period, we have provided roadside mowing equipment and replacement parts, featuring our exclusive KUT-MOR Mower Systems and services to various entities, including Departments of Transportation, counties, townships, municipalities, government contractors, and equipment dealers nationwide.	*
22	What percentage of your sales are to the education sector in the past three years?	Montage Enterprises retains several large school district clients in the Western United States, primarily California. While education-sector sales have represented less than 1% of our total revenue over the past three years, we see significant potential for growth in this area. A Sourcewell contract would enable us to expand our presence within the education market and more effectively offer our full range of mower systems and replacement parts to schools and universities nationwide.	*
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?	<p>Montage Enterprises has consistently maintained several state and cooperative purchasing agreements over the years, highlighting our commitment to fulfilling client needs regarding purchasing, solutions and otherwise. Names and respective annual sales are listed below:</p> <p>COSTARS \$47,430.00 ESCNJ \$490,182.34 CT DOT \$329,648.33 Maine Turnpike \$5,801.23 MD DOT \$429,671.33 MA DOT \$89,311.00 NJ DOT \$454,352.01 NJ Turnpike \$62,904.60 NY DOT \$548,858.00 OH DOT (Ohio) State \$9,715.00 PA Turnpike \$122,151.33 RI DOT \$282,020.00 Virginia DOT \$255,653.00 Atlantic County \$81,935.84 Baltimore County \$47,624.67 Gloucester County \$192,247.95 City of Buffalo \$76,633.33</p>	*
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?	Montage Enterprises does not currently hold any GSA contracts at this time.	*

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 *	
NJ Dept. of Transportation	Scott Livingston	(609)963-1290	*
Monroe Tractor- Westbury, MA	Robert Doyle	(978)434-6557	*
Connecticut DOT	Anthony Uvino	(860)550-0390	*
Gloucester County	Al Cunningham	(609)790-8336	
Priority Services	Nick Deluca	(302)562-5561	

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 *	
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26	Sales force.	<p>Montage will leverage its fully staffed internal sales force and extended dealer network to meet Sourcewell's future requirements as well as those of our existing clients.</p> <p>1 National Sales Manager</p> <p>4 Territory Sales Managers</p> <p>1 Marketing Director</p> <p>4 Sales Support People</p> <p>1 Parts Manager</p> <p>6 Members of Parts Support Team</p> <p>65 dealers across 23 states to sell and support our products</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>Montage Enterprises Inc. has partnered with numerous authorized dealers, contractors, and resale businesses nationwide. To date, we have established over 65 dealer and 32 reseller relationships across regions where roadside mowing is common, and we are continuously enhancing our dealer distribution throughout North America. We encourage our dealers and resellers to promote and distribute our entire product range to towns, cities, counties, and states, ensuring they are well-equipped to meet the deliverables outlined in the scope of work.</p> <p>We are confident in our ability to provide comprehensive training on equipment knowledge and expertise to our network of dealers and resellers.</p>	*
28	Service force.	<p>Montage utilizes a factory trained service force with 65 authorized equipment dealers in 23 states. Our dealer network is an essential component of our service force, as they are authorized to service our mowing equipment. Montage also employs in-house service technicians to effectively troubleshoot and resolve service issues. Dealers, technicians and all other service force members communicate in a timely fashion, without territorial restraints, through phone calls, email, text, and video-call. Following each incident, the response protocol is to properly document the incident and issue a service ticket outlining the timeframe of the incident and any specific service requirements needed for the client. A technician will also be available upon request to offer 24-hour emergency service or full-support service from 7:30am-5:30pm Monday through Friday. If a service issue is unable to be resolved via these communication channels, replacement parts are in stock, and available to be shipped the same day. In the rare event that we are unable to address a client service issue in a timely manner, we connect clients to a trusted dealer within our network.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The Montage team dedicated solely to Sourcewell operations will confirm the validity of each Sourcewell participant and record item numbers, product description and Sourcewell approved pricing discounts. A standardized ordering template will be issued to all Montage dealers, resellers, and partners, accompanied by comprehensive training and support for all involved staff.</p> <p>Equipment orders will be directed to our production specialist. An order acknowledgment will be generated, and a production time slot will be forecasted. All relevant documentation will be distributed to the appropriate parties. Once entered, the order is sent to our central warehouse to begin the manufacturing process. All other product orders will be packaged and subsequently delivered via UPS Ground or a Freight Carrier.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>At Montage Enterprises Inc., we are proud of our customer service program and our ability to respond swiftly to inquiries. Our data analytics show a 95% inbound call answer rate and a 100% voicemail return rate. These percentages are reflective of our YTD metrics. Our team of experienced customer service representatives (CSRs) are available to assist in handling calls and emails from Monday through Friday, between 7:30 AM and 5:30 PM Eastern Time.</p> <p>Should a situation require further attention, a service ticket will be issued. After evaluating the issue, if on-site assistance is necessary, a service technician will be dispatched to provide support. Manufacturing and production teams are continually training, updating and providing necessary materials to ensure the success of our customer service group. The customer service team has access to a wide range of technical data including archived product information in our network of resources.</p>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We are fully committed and enthusiastic about providing our mower systems, products and services to Sourcewell participating entities. We understand the importance of timely and efficient customer service and therefore provide the option for customers to purchase directly from our factory and we are prepared to deliver our products and high-quality mower systems tailored to the specifications required by Sourcewell participants. Montage and our 65 dealers and 32 resellers are eager to collaborate closely with Sourcewell participating entities to better understand their mowing requirements and offer solutions that enhance their operational effectiveness. Our goal is to build strong, lasting relationships with these entities while supporting their objectives with our reliable products and services.</p> <p>The team at Montage is qualified, experienced, and dedicated to serving all customers. We take pride in our repeat business, and as a Sourcewell vendor, we extend the same commitment to addressing your entities' requests as we do for our most valued customers.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are eager and fully equipped to deliver the full spectrum of our mower systems, parts and services to Sourcewell participating entities located in Canada. Our commitment to these entities is unwavering, as we strive to ensure they have seamless access to our comprehensive offerings.</p> <p>We do have relationships with Canadian customers including end users and resellers. We believe that with the Sourcewell award we will be able to expand the Canadian business with our mower systems.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We are committed to providing our mowing systems, products and services to a wide range of geographic areas throughout the United States and Canada. At this time, there are no regions within these countries that we will be unable to fully serve under the proposed agreement. Our goal is to ensure that all participating entities have access to our offerings, regardless of their location. If any specific limitations arise in the future, we will communicate them promptly.	*
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 would be honored to serve all participating entities full access to our mowing systems, products and services offered through Sourcewell if awarded an agreement.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions or limitations for sales to members in Hawaii, Alaska and in the US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Montage Enterprises will extend the terms of the awarded agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Montage Enterprises Inc. has developed a robust, multi-channel marketing strategy to promote our partnership with Sourcewell, focused on maximizing visibility, generating engagement, and equipping end-users and our dealer network with tools for success. We dedicate 5-7% of our total budget to marketing, allocating resources across strategic platforms including Google Ads, LinkedIn, Instagram, Facebook, YouTube, and email marketing. These efforts will drive traffic to a dedicated Sourcewell landing page featuring contract details, purchasing instructions, and direct contact options.</p> <p>Our website will highlight the partnership through homepage banners and optimized content. A month-long content campaign, led by our Marketing Director, will span social media and email channels featuring educational posts, testimonials, and simplified visual guides. A four-part email series will walk our audience through the announcement, buying process, success stories, and support resources. Sponsored social posts will target procurement officers and public-sector decision-makers.</p> <p>Montage participates in over 40 trade shows annually across 23 states, where we showcase equipment, parts, and now, our Sourcewell contract. Booth materials will prominently display the Sourcewell logo and flag. Our sales team, well-versed in product and Sourcewell training, will engage clients directly. Additionally, we're rolling out a tailored dealer marketing plan, including branded literature and training, to help our 65 dealers promote Sourcewell to their customers. All efforts are supported by our long-standing partnership with Halibut Blue, our advertising agency, which collaborates on campaign execution and creative development.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Montage Enterprises Inc. leverages a plethora of digital tools and data-driven strategies to maximize marketing effectiveness. Our campaigns run across Google Ads, Instagram, Facebook, LinkedIn, YouTube, and Mailchimp, allowing us to deliver tailored, high-impact messaging to specific audience segments. All digital marketing activity is closely tracked through CRM software that integrates with our website and advertising channels to monitor user behavior, campaign engagement, and lead generation metrics. Our advertising agency, Halibut Blue, works alongside our Marketing Director and sales team in weekly strategy sessions to analyze performance data—ranging from metadata trends and SEO rankings to social media and web engagement. These insights inform ongoing adjustments to ad targeting, email cadence, landing page content, and more, ensuring that we reach the right audience at the right time with the right message. To maintain fresh, relevant content, our website is updated monthly. Customers can generate a quote directly from our website, and we pride ourselves on delivering fast, responsive communication to support inquiries and close sales. Upon award of the Sourcewell contract, we will immediately publish a new landing page and homepage banners to promote the partnership and streamline the purchasing experience. This commitment to digital performance and continuous optimization allows Montage to drive greater visibility, improve customer retention, and strengthen our public sector presence. A detailed marketing plan, content calendar, and marketing material samples can be found in the attached documents, titled, "Marketing Plan".	*
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?	We view Sourcewell as a strategic partner in expanding access to competitively solicited contracts for public-sector entities. Sourcewell's role in promoting awarded agreements is vital to building trust and driving awareness among its national network of members. Their credibility and cooperative purchasing model foster efficient procurement decisions and reduce administrative burdens for buyers. Montage Enterprises will integrate our Sourcewell-awarded agreement into our sales process by educating our internal team, dealer network, and customer base on the contract's benefits and usage through the aforementioned various media channels. Our quoting system will flag Sourcewell-eligible accounts and guide them through compliant purchasing options. Sales reps and trade show staff will be trained to explain the Sourcewell contract clearly, while all promotional materials—digital and print—will prominently feature the Sourcewell designation. This integration will ensure that every customer interaction becomes an opportunity to highlight the value and ease of cooperative purchasing through Sourcewell.	*
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.	Yes, Montage Enterprises offers solutions compatible with e-procurement processes, operating on a quote-based model. Our equipment and parts are featured on our website, where governmental and educational customers alike can browse product offerings and request a custom quote. Rather than displaying fixed pricing, we provide personalized quotes based on the order's size, scope, and nature—reflecting our relationship-based pricing model. This approach ensures flexibility and fairness, accommodating the customer's unique needs. We prioritize rapid response to quote requests and inquiries by phone or email, connecting clients directly with a knowledgeable staff member. Our team is trained to guide customers through the procurement process efficiently, and to follow-up on acknowledgements from government agency clients, who require that we access their portal to begin the ordering process. We've found that the relationship-based pricing model expedites purchasing decisions and fosters stronger client relationships. By offering personalized support and transparent communication, customers leave the buying experience with a sense of partnership and trust in our team—an advantage not typically obtained through static, one-size-fits-all pricing platforms.	*

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.	We offer comprehensive training programs for Sourcewell participating entities to enhance their understanding and operation of our equipment. Training is provided for each mowing unit upon delivery to the customer or end-user. This initial walk-through and training can occur at the customer's location, an authorized equipment dealer's facility, or via Teams/Zoom if requested. Training walks clients through how to safely operate our equipment in various environmental conditions and terrains. Participants will learn how to access and use the Safety and Operator manual, service and check common wear parts, and easily order replacement parts. We also provide a daily maintenance checklist, including grease points, checking for loose or missing parts, and ensuring proper shrouding of rotating parts. We guide users through typical troubleshooting scenarios and advise them to contact our Customer Service Support line or schedule a service appointment as needed. We have developed an annual training and safety program held at select customer facilities. This program is highly engaging and provides a hands-on approach for equipment operators, offering them a chance to earn Continuing Education Units (CEUs). Additional product, equipment or maintenance training can be arranged.	*

42	Describe any technological advances that your proposed Solutions offer.	Montage's products undergo quarterly reviews for technological advances and improved quality standards. Our newest technology to date includes our Proportional Valve Joystick, Break a-way system and Accumulators. Montage Enterprises prides itself on enhancing our product offerings through technological advancements and improved quality standards. Our proposed solutions incorporate several cutting-edge technologies that enhance performance, functionality, and user experience. Our hydraulically controlled Mower Systems feature a Proportional Valve Joystick, allowing for precise control and smooth operation of the Mower cutting head. This technology enables operators to make fine adjustments with ease: speeding up or slowing down mower movement, enhancing safety precautions and overall operator experience. The integration of the Break-Away System in our equipment provides an added layer of safety. This system is designed to minimize damage and prevent injury by allowing components of the mower arm to safely operate during unforeseen circumstances or collisions. Our use of Accumulators in the equipment enhances energy efficiency and boosts performance. Accumulators store hydraulic energy, enabling the system to respond quickly to demands, reduce energy consumption, and improve operational efficiency. By incorporating these technological advancements, Montage Enterprises ensures that our solutions remain at the forefront of innovation, providing our customers with superior performance, safety, and reliability.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Montage Enterprises Inc. is deeply committed to environmental sustainability and has implemented a range of "green" initiatives to reduce our ecological footprint. Our efforts encompass: investing in three electric cars for our business operations and installed several charging stations at our facility, encouraging commuting via carpooling and cycling to reduce reliance on fossil fuels and lower our carbon emissions, implementing fixed recycling bins throughout our facility including a "cardboard only" dumpster and metal scrap bin, attending a quarterly community shredding event to reduce paper waste, encouraging paperless practices across all facets of our business such as emailing, online billing, and eradication of single-use materials.</p> <p>These initiatives reflect our commitment to being environmentally responsible and contribute to our ongoing efforts to enhance sustainability within our operations. While specific certifying agencies are not mentioned, our practices align with widely recognized principles of environmental stewardship and sustainability.</p>	*
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.	<p>While Montage Enterprises has not yet received third-party eco-labels or certifications specifically related to energy efficiency, life-cycle design, or other sustainability factors for the solutions included in this proposal, we are fully committed to advancing our environmental stewardship.</p> <p>We are actively pursuing opportunities to strengthen our sustainability credentials and are evaluating certifications such as ENERGY STAR for energy-efficient products, LEED for green building practices, and Cradle to Cradle for life-cycle impact. Internally, we have implemented initiatives to reduce our environmental footprint, including minimizing single-use plastics, integrating solar energy into our operations, and installing rainwater collection systems to support water conservation efforts.</p> <p>We recognize the value of third-party certification in validating our sustainability efforts and are dedicated to achieving these benchmarks as part of our broader strategy to deliver environmentally responsible solutions. Sustainability is a growing priority for our organization, and we are committed to continuous improvement in alignment with industry best practices and customer expectations.</p>	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Montage stands out as a 3rd generation, family-owned and operated business, offering the personalized attention of a small enterprise while being fully equipped to address diverse needs. Our commitment to excellence is evident in our team of highly trained and certified technicians, both in-house and through our dealer network, who are adept at servicing every solution we offer. We provide our customers with unparalleled support, enabling direct access to our certified technicians for troubleshooting via platforms like FaceTime, Zoom, and Teams. Additionally, when necessary, our clients can engage with our engineers for more complex inquiries.</p> <p>Our product line, particularly our flail mowers, showcases innovative engineering, such as the incorporation of a double float valve across all hydraulic operated models of equipment for enhanced control of the mower. This attribute enables the mower to adapt to the terrain, reducing unnecessary stress on the mower system and enhancing cutting quality and operator comfort, ultimately providing product longevity. The inherently balanced cutter shaft is a testament to our precision and quality.</p> <p>Our final quality check and ultimate quality assurance is the dime test. Customers often note that many competitors' equipment experiences significant vibration right from the factory floor. Since vibration can greatly diminish equipment lifespan, we strive to minimize or eliminate it. We conduct a test by placing a dime on our equipment for one minute while it operates under load, ensuring it doesn't fall off before leaving our facility.</p> <p>KUT-MOR Mower Systems feature a keyed front PTO shaft rather than a splined one, this design enhances the product's longevity. The inclusion of a rigid yet flexible elastic coupling in the front PTO shaft system helps accommodate normal wear and tear from usage in its operating environment. It is designed to be service-friendly, eliminating the need for new shafts—simply replace the worn components.</p> <p>We ensure that all necessary parts for equipment are stocked and available for same-day shipping, resulting in minimal downtime for equipment. This level of service is unmatched by any other supplier currently. These characteristics set our solutions apart in the industry, providing outstanding value and performance to Sourcewell participating entities.</p>
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.	Our mowers are equipped with safety features like an emergency shut-off switch that instantly stops the mower's operation in critical situations, an ignition kill switch that provides immediate engine shutdown in the event of an emergency situation, a break-away system that pivots the mower arm of the machine away from obstructive inanimate objects to protect both the operator and equipment in the event of a collision, a mercury tilt switch that automatically shuts off the mower if it is raised or tilted beyond a safe, workable angle and guarded rotating parts that ensure all moving components are securely enclosed to prevent accidental contact and injuries. All machines are equipped with safety decals and an operator's manual.
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.	Our mower systems incorporate ergonomic features ensuring a smooth and more comfortable operation like: tractor cab ergonomics with customizable adjustments like seat positioning, adjustable armrests, and user-friendly handles, allowing operators to tailor the environment to their comfort needs, vibration reduction to minimize vibrations through features such as a spiral beveled gearbox, a unique shaft balancing process, and precision shimmed bearings, mechanical 3-point hitch adjustment that provides ease of use and reducing physical strain during operation. Each of these features contribute to a more comfortable, efficient, and user-friendly experience for operators, reducing fatigue and enhancing overall productivity.

48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	<p>We offer a comprehensive range of mowing equipment and value-added options as outlined in our master agreement deliverables, tailored to meet the diverse needs of our clients. With over 40 years of experience in manufacturing and distribution, we maintain a proactive procurement department that forecasts products and materials regularly. Our 30,000 square-foot warehouse stocks all necessary parts for outfitting, ensuring they are readily available. This allows us to ship requested parts on the same day, minimizing customer downtime.</p> <p>Montage Enterprises offers a one-year limited warranty from the date of purchase, covering defects in materials and workmanship under normal use. If a defect is confirmed upon inspection at Montage's facility, the company will repair or replace the part(s) or reimburse the purchaser for reasonable costs incurred. This warranty does not cover damage from misuse, negligence, modifications, accidents, lack of maintenance, or wear-and-tear on consumable items (e.g., blades, tires, shields). Warranty claims must be submitted in writing within 30 days of discovering the issue and are only valid if the Registration and Warranty Form is submitted within 30 days of purchase. The purchaser is responsible for transporting the product to Montage for evaluation and covering any excessive labor costs. Liability is limited to the original purchase price, and Montage disclaims implied warranties such as merchantability or fitness for a particular purpose. All legal matters related to this warranty are governed under the laws of Warren County, New Jersey.</p> <p>Our technical support team provides attentive and knowledgeable assistance. During business hours (7:30 am to 5:30 pm EST), customers can expect a friendly voice to answer their calls. Key personnel are accessible seven days a week via email, text, phone, and FaceTime if needed. Additionally, our website offers further information and resources for review. Due to our proactive purchasing approach, we rarely face backlogs or supply chain issues. We offer reasonable lead times on our mowing equipment and keep end users informed with order status updates throughout the manufacturing process. We can service entire states through our company and an extensive dealer network, with no territorial constraints. Our ability to service our customers is enhanced by the use of phone, email, text, and video calls.</p>
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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 checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Montage Enterprises Inc. is registered as an SBE	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Montage Enterprises Inc. is registered as an SBE	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	No	*

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.	Our standard payment terms are NET 30, allowing customers 30 days to settle their invoices. However, we also cater to government agencies by offering extended terms of NET 45 and NET 90 when necessary. In terms of accepted payment methods, we accept all credit cards including P-cards and checks, ACH transfers and wire transfer, providing a convenient and secure way for our clients to complete their transactions.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Montage Enterprises works with multiple third-party firms to handle our financing and leasing options.	*
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.	We propose utilizing our existing quote and sales order system. A standardized ordering template will also be issued to all Montage dealers, resellers, and partners in the event that a Sourcewell contract is awarded, accompanied by comprehensive training and support for all staff involved. In addition, our order form details each transaction, including product specifications, quantities, pricing, terms, shipping information, and for bids, the expiration date. Each participating entity will be assigned an internal Sourcewell price code that calculates and displays accurate Sourcewell pricing. We may also offer SLAs that define the anticipated service standards, such as response times and support availability, to guarantee customer satisfaction.	*
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?	Montage accepts P-card payments. There are no additional costs for Sourcewell participating entities when using this payment method.	*
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.	Montage utilizes a comprehensive pricing model, offering a List price with a specific discount available to Sourcewell members. All mowing equipment will be offered at 20% off the list price, and All Parts will be offered at 2.5% discount off MSRP through Sourcewell. Each item will have a specific Item/SKU number, to easily identify the correct product, description, and corresponding Sourcewell price. A Sourcewell specific quote sheet is provided for ease of ordering and can be found uploaded to the "Pricing" Document Upload Section of the Sourcewell Portal.	*
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.	Montage Enterprises offers 20% off Montage list price on products related to mower systems. A Sourcewell specific quote sheet is provided for ease of ordering and can be found uploaded to "Pricing" Document Upload Section of the Sourcewell Portal.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	Montage Enterprises offers a 2.5% volume discount on mower orders of 3 or more in the same order. This discount applies to both end-user customers and authorized dealers. Dealers are encouraged to pass this discount along to their customers, creating a consistent and competitive pricing structure across the distribution network. Additional discounts may be offered for exceptionally large orders on a case-by-case basis. These volume-based incentives are designed to support larger procurement needs while promoting long-term partnerships and cost-efficiency for Sourcewell participating entities. Specific discount eligibility may vary depending on the product type, order size, and fulfillment method, and will be clearly outlined at the time of quotation.	*
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.	Montage Enterprises is committed to providing a flexible procurement experience for Sourcewell participating entities. For sourced products or related services not covered under the awarded contract—commonly referred to as "open market" or "non-contracted" items—we propose supplying these items on a "cost plus a fixed percentage" basis or through a formal quote process, depending on the nature of the request. We will issue a detailed quote outlining item costs, sourcing timelines, and any applicable service charges. The markup, if any, will be minimal and fully transparent, allowing the purchasing entity to clearly evaluate the total cost. Our goal is to maintain the competitive pricing that is often mentioned in our customer feedback, even for items outside the contract scope.	*

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.	Montage Enterprises includes most ancillary costs—such as pre-delivery inspection, basic installation, equipment setup, and standard product training—within our submitted pricing. These services are considered part of our commitment to providing a complete and ready-to-use solution upon delivery. However, in certain cases where specialized services are required—such as complex custom installations, extensive on-site training, or aftermarket modifications—additional charges may apply. If such charges are applicable, they will be clearly itemized and disclosed in advance within the terms of the sales agreement. In cases where a dealer is involved, any dealer-imposed service fees will also be communicated transparently to the customer. Montage maintains close oversight of dealer practices to ensure pricing integrity and consistency across all transactions.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Our shipping terms are incoterms, ex-works or FOB NJ. Freight, shipping, and delivery costs may have additional charges depending on the destination and the type of equipment ordered. These costs are determined based on factors such as shipment size, weight, delivery method, and geographic location. When delivery is fulfilled through Montage Enterprises directly, freight charges will be calculated at the time of order based on the most efficient and cost-effective carrier options available. For orders fulfilled through our authorized dealer network, shipping and delivery logistics will depend on each dealership's individual capabilities, service areas, and preferred carriers. Montage Enterprises works in close coordination with our dealers to support accurate quoting, efficient scheduling, and timely fulfillment of all shipments. All freight and delivery charges, whether from Montage or through a dealer, will be clearly communicated to the Sourcwell participating entity prior to finalizing any order. This ensures full transparency, avoids unexpected costs, and enables participating members to make informed decisions regarding transportation and delivery arrangements.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Montage Enterprises offers flexible shipping (incoterms, ex-works or FOB NJ) and delivery options designed to accommodate the unique, logistical needs of customers in Alaska, Hawaii, Canada, or any offshore locations. When purchases are fulfilled through our authorized dealers, any associated freight or delivery fees will be determined by the dealer and communicated directly to the customer at the time of purchase. These fees may vary based on distance, equipment type, carrier availability, and delivery method. Customers also have the option to arrange for equipment pick-up at the dealer's location at no additional charge. We practice full transparency regarding shipping terms, estimated lead times, and available delivery options before finalizing the transaction. For customers in Canada or other international/offshore territories, all cross-border logistics, customs documentation, and import/export compliance requirements are managed per applicable laws and the customer's chosen shipping provider or dealer partner. In such cases, we are in frequent communication with the dealer and customer to avoid any disruption. Our sales and logistics teams are available to assist with freight quotes, shipping timelines, and delivery coordination internationally.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Montage does not have any notable unique distribution and/or delivery methods. We ship internationally and have not encountered any obstacles in shipping to any North American destinations.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	Montage Enterprises maintains a dedicated team of auditors, responsible for monitoring and validating contract sales in alignment with our Sourcwell agreement. Our self-audit process includes regularly reviewing our internal processes, records and transactions against the contract requirements to ensure adherence and identify any potential issues proactively, ensuring that Sourcwell participating entities consistently receive accurate contract pricing. Sourcwell contract sales will be added to our monthly comprehensive contract sales report. Strong collaboration with our dealer network, supported by the Montage auditing team, ensures all partners have timely access to current, verified information essential for maintaining full compliance.	*

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.	Montage Enterprises will utilize our CRM, "ACT!", "SAGE", and other systems to monitor four key performance indicators. Firstly, we will track our Contract Driven Sales Volume to assess the number and value of purchases made through the Sourcewell contract and evaluate market adoption and growth trends. Next, we intend to track our Lead Conversion Rate to assess the percentage of Sourcewell-related inquiries that result in quotes and finalized sales. Then, track the Customer Retention and Repeat Orders to evaluate how many Sourcewell purchasers return for additional products or services. Finally, we will track the Website and Digital Campaign Performance to monitor traffic to the Sourcewell landing page, click-through rates from digital ads, email engagement, and quote requests initiated online.	*
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.	Montage Enterprises proposes a 2.5% administrative fee payable to Sourcewell. This fee compensates Sourcewell for the support and services they provide and is applicable to all completed transactions with Participating Entities under this Agreement. The administrative fee will be calculated as a percentage of all transactions completed within the preceding Reporting Period as defined in the agreement.	*

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.	Montage is offering a 20% discount off the list price on mower systems to Sourcewell participants. Additionally, we propose a 2.5% discount to Sourcewell participants who purchase 3 or more mowers.	*

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>Montage Enterprises offers a complete line of right-of-way roadside maintenance equipment, of our brand, Kut-Mor Mower Systems. Our line consists of quality Rear Flail Mowers (5 models with several offset variations), Wing Flail Mower Systems (Single Wings 3 models), (Dual Wing 3 models), Powerbase Units (4 different HP options), Boom Arm Systems (3 models), Boom Mower Heads (5 models), Stocked Replacement Parts, and Used Mowers.</p> <p>Rear Flail Mowers Rear flail mowers are available in sizes 62", 74", 88", 96", and 104", with various offset options, our Rear Flail Mowers are designed to meet diverse customer needs. Montage Enterprises provides full range rear mowers that easily fit any standard 3-point hitch tractor. Each mower is equipped with a spiral beveled gearbox and includes a set of lift chain assemblies for precise articulation. At the time of purchase, customers can personalize their mowers by selecting their preferred cutting blades. Operators can adjust the cutting height in half-inch increments. All rear flail mowers include standard safety features and warranty.</p> <p>Wing Flail Mower Systems Single Wing and Dual Wing Flail Mower Systems are available in widths of 62", 74", and 88". These wing mowers are mounted and pivot between the front and rear axles of the tractor. They are fully assembled, operational, and come in a variety of cutting swaths. The system is hydraulically operated and can be controlled from the tractor cab using handles or a joystick. The control valve's double float capabilities ensure ease of operation and extended durability. At the time of purchase, customers can personalize their mowers by selecting their preferred cutting blades. Operators can adjust the cutting height in half-inch increments. All wing flail mowers come with standard safety features and warranty.</p> <p>Tractor and Mower Combination This is our best-selling product, meeting the majority of our customers' mowing requirements. It features fully operational hydraulic and electric systems, and fully bladed mowers. Each unit is fully assembled, installed, and mounted before sale,</p>	*

		<p>ensuring it's ready for immediate use. Tractor and Mower Systems delivered directly from our facility come standard with safety features and a minimum 2-year Tractor warranty, and the Mower System is covered for 1 year.</p> <p>Mid-Mount Boom Mower System Montage provides a Mid-Mount Boom Mower System, a hydraulically operated mowing solution that offers diverse reach capabilities. This system is available in the following sizes: 18', 20', 22'. The Mid-Mount Boom Mower System allows operators to safely maneuver the mower head over roadside guardrails and access areas that are typically out of reach for rear or wing mowers. The distinct mower heads designed for these systems offer a variety of cutting solutions in a range of cutting widths from 2-1/2 to 8 inches to meet the needs of most customers. All Mid-Mount Boom Mower Systems include standard safety features and warranty.</p> <p>Parts and Pre-Owned Equipment With over four decades of expertise in manufacturing and distribution, we operate a proactive procurement department that consistently forecasts product and material needs. Our expansive 30,000 square-foot warehouse is fully stocked with all essential outfitting parts, ensuring they are available for prompt shipping from Monday to Friday. This enables us to dispatch the requested parts on the same day, reducing downtime for our customers. Additionally, customers can purchase parts from authorized dealers. Pre-owned mowing equipment may occasionally be available and is offered to Sourcewell entities as an additional value-added option.</p> <p>Kut-Mor Mower Systems right-of-way roadside maintenance equipment:</p> <p>Rear Flail Mowers -62", 74", 96", and 104" rear flail mowers with various offsets</p> <p>Wing Flail Mower Systems -62", 74", 88" single wing flail mower systems -62", 74", 88" dual wing flail mower systems</p> <p>Powerbase Units -75-110 Engine HP Powerbase Unit with Right Wing Flail Mower -75-110 Engine HP Powerbase Unit with Dual Wing Flail Mowers</p> <p>Boom Mowing Systems -85-110 Engine HP Powerbase Unit with 18' Arm -85-110 Engine HP Powerbase Unit with 20' Arm -85-110 Engine HP Powerbase Unit with 22' Arm</p> <p>Mower Heads -Rotary Mower Head 50" and 60" -Grass Flail Head 62" -Axe Flail Head 48" -Mulcher Head 30" and 50"</p> <p>We collaborate with tractor companies such as New Holland, John Deere, Case, Massey Ferguson, and Deutz-Fahr. This partnership aims to provide turn-key tractor and mower products to customers at reasonable prices and we maintain a stock of these tractors to facilitate efficient delivery.</p> <p>Montage Enterprises provides a comprehensive range of right-of-way roadside maintenance equipment under our Kut-Mor Mower Systems brand. Our product line is meticulously designed and engineered to serve as a complete solution for roadside maintenance needs.</p>	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Montage interprets this question as an opportunity to present additional equipment offerings that, while not specifically addressed in the defined RFP categories, are complementary to them and included in our comprehensive price book. In alignment with this interpretation, Montage's subcategories of solutions include Used Mowers, Used Mower Systems, and all replacement parts related to Mowing equipment.	*

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	We offer a full line of flail, boom, rotary and wing mowers of various sizes and capabilities.	*
77	Brush cutters	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a brush cutting product line that attaches to both tractors and skid steers.	*
78	Seeders, tillers, mulchers, and sprayers	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a mid-mounted boom arm mulching head that can be mounted on various pieces of equipment.	*
79	Erosion stabilization and prevention products	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer Erosion stabilization prevention products.	*
80	Ditch maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer several solutions incorporated in our mower systems used for ditch maintenance.	*
81	Dust abatement water trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer dust abatement water trucks.	

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcewell 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 Sourcewell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - Montage_Sourcewell_pricing.zip - Tuesday March 25, 2025 15:06:57
 - [Financial Strength and Stability](#) - Montage Enterprises Financials.pdf - Tuesday March 25, 2025 14:07:41
 - [Marketing Plan/Samples](#) - Montage_Sourcewell_MarketingPlan.zip - Tuesday March 25, 2025 14:47:42
 - [WMBE/MBE/SBE or Related Certificates](#) - SBECertificate.pdf - Tuesday March 25, 2025 13:53:35
 - [Standard Transaction Document Samples](#) - Montage_Sourcewell_sampleTemplates.zip - Tuesday March 25, 2025 14:52:57
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Sourcewell_Kut-Mor Mower_Systems_Quote.pdf - Tuesday March 25, 2025 15:58:45

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. - David Montanya, Vice President, Montage Enterprises Inc.

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