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MASTER AGREEMENT #062526
CATEGORY: Trailers with Related Equipment and Services
SUPPLIER: Brandt Industries Limited

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and Brandt Industries Limited, 19500 N, 1425 East Rd., Hudson, IL 61748 (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 I: General Terms

The General Terms in this Article I 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 II), and between Supplier and Participating Entity (Article III), respectively. These Article I 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.

A. **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.

B. **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.

C. **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 and respective funding source restrictions. Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing Sourcewell's Cooperative Purchasing Program Master Agreements.

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D. **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.

E. **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 October 27, 2030, unless it is cancelled or extended as defined in this Agreement.

1. **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.

2. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

F. **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 #062526 ("RFP") to Participating Entities. In Scope solutions include:

   Sourcewell is seeking proposals for towable Trailers with Related Equipment and Services, including but not limited to those listed under the categories below.

   If a proposer can demonstrate they are able to provide at least 1 solution listed under Category 1 *and* at least 1 solution under Category 2, they would select Category 1; and provide one response under Category 1.

   Category 1

   a. Flatbed & Open Deck Trailers
      i. Flatbed
      ii. Deck-over
      iii. Drop-deck
      iv. Lowboy
      v. Tilt deck
      vi. Gooseneck
      vii. Tag

   b. Freight, Livestock & Enclosed Trailers
      viii. Dry van
      ix. Dump
      x. Tanker
      xi. Roll-back
      xii. Walking floor
      xiii. Roll-off

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xiv. Livestock

Category 2

a. Specialty, Operation & Support Trailers
   i. Mobile office
   ii. Refrigerated
   iii. Mobile command station
   iv. Incident response

Proposers may include directly related equipment, accessories, and services to the extent that they are complementary to the primary solutions being proposed.

2. This solicitation should NOT be construed to include trailers not intended for highway travel.

G. **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.

H. **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

I. **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.

J. **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.

K. **Open Market.** Supplier's open market pricing process is included within its Proposal.

L. **Supplier Representations:**

1. **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.

2. **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.

3. **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.

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M. **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.

N. **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.

O. **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).**

1. Sourcewell issued the RFP for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entities. Sourcewell did not issue the RFP or award any master agreement under a federal award. Participating Entities are responsible for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements.

2. Participating Entities that are Recipients or Subrecipients of 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. The terms and conditions of Attachment 1 apply when a Participating Entity accesses Supplier's Included Solutions using FEMA funding sources and to other federal funding sources, as applicable. Participating Entities may have additional requirements based on specific funding source terms or conditions. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.
    - All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing Included Solutions under this Agreement;
    - All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
    - All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the Included Solutions;
    - None of the references should be interpreted as reference to Sourcewell; and
    - None of the terms or conditions within this Section should be interpreted to obligate Sourcewell in any way.

Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing this Master Agreement.

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. §

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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.

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.

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

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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.

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.

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.

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).

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.

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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.

BUY AMERICAN PROVISIONS COMPLIANCE. Sourcewell issues solicitations for indefinite quantity cooperative purchasing master agreements which are made available to eligible public agencies. Sourcewell does not issue its solicitations or award its master agreements under any federal award, or specifically under any federal procurement standards related to Buy American or domestic preference. When utilizing federal funding, non-federal entities maintain responsibility for compliance with any specific requirements of the funding award including Buy American. Agencies should specifically verify whether the prospective purchasing implicates Buy American or other domestic preference requirements prior to executing any transaction document with suppliers. When domestic preference requirements are applicable, purchasing agencies must notify suppliers of requirements and either apply the appropriate preferences or secure an appropriate exemption and properly document the process prior to completing a purchase. 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.

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.

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.

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.

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.

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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.

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.

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.

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.

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.

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. Participating Entities will be responsible for notifying suppliers of any applicable requirements and compliance obligations (including any applicable domestic preference requirements) in resulting transaction documents.

Article II:
Sourcewell and Supplier Obligations

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

A. **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.

B. **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;

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- 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.

C. **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.

D. **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.

E. **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.

F. **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.

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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;

G. **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.

H. **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.

I. **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.

J. **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.

K. **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.

L. **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.

M. **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.

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N. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **Grant of License.**

1. **During the term of this Agreement:**

    a. **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.

    b. **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.

2. **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, 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.

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3. **Use; Quality Control.**

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

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. 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.

4. **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.

T. **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.

U. **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.

V. **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:

   1. **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

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2. **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.

3. **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.

4. **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.

5. **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.

W. **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.

X. **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 III:
Supplier Obligations to Participating Entities

The Terms in this Article III relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article I General Terms

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control over any conflict with this Article III. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

A. **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. 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.

B. **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. Participating Entities are encouraged to establish flexibility delivery schedules whenever possible.

C. **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.

D. **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.

E. **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.

F. **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.

G. **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

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beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

H. **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	Brandt Industries Limited
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Russell Solomon 0ECBD73A255A495...
By: _____	By: _____
Jeremy Schwartz	Russell Solomon
Title: Chief Procurement Officer	Title: Director of Sales USA & Mexico
Date: 11/2/2026 | 1:38 PM CST	Date: 11/2/2026 | 12:21 PM CST

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ATTACHMENT 1

PROVISIONS FOR PARTICIPATING ENTITIES' PROCUREMENTS UNDER UNITED STATES FEDERAL GRANT-FUNDED AWARDS AND FEMA AWARDS

Sourcewell's Cooperative Purchasing Program Master Agreements are available to Participating Entities. A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction and respective funding source restrictions. Participating Entities that are Recipients or Subrecipients of United States federal grant or other federal funding, including through the Federal Emergency Management Agency (FEMA), to purchase solutions from the Master 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. Accordingly, Sourcewell makes no representations or warranties, express or implied, regarding a Participating Entity's compliance with the laws of its jurisdiction or any other restrictions tied to its funding sources in connection with accessing the Master Agreement.

Within this Attachment:

- All references to "federal" should be interpreted to mean the United States federal government. All references to "recipient," "non-federal entity," or "subrecipient" should be interpreted to mean the Participating Entity accessing the Master Agreement;
- All references to "supplier" or "contractor" should be interpreted to mean the Supplier;
- All references to "subcontractor" should be interpreted to mean subcontractors of Supplier offering the solutions under the Master Agreement;
- None of the references should be interpreted as reference to Sourcewell; and
- None of the terms or conditions within this Attachment should be interpreted to obligate Sourcewell in any way.

The following terms and conditions apply when a Participating Entity accesses Supplier's solutions under the Master Agreement using United States federal funding sources.

A. **Davis-Bacon Act, As Amended (40 U.C.S. § 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, Suppliers 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, Suppliers 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

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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, "Suppliers 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 Supplier or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

B. **Copeland "Anit-Kickback" Act.**

1. **Supplier**. The Supplier shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

2. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. **Breach**. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Supplier and subcontractor as provided in 29 C.F.R. § 5.12.

C. **Contract Work Hours And Safety Standards Act (40 U.S.C. § 3701-3708).**

1. **Overtime requirements.** No Supplier or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability for unpaid wages; liquidated damages**. In the event **of any violation of the** clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5) the Supplier and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Supplier and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

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individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5), in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. §5.5).

3. **Withholding for unpaid wages and liquidated damages**. The grant recipient or sub-recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Supplier or subcontractor under any such contract or any other federal contract with the same prime Supplier, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Supplier, such sums as may be determined to be necessary to satisfy any liabilities of such Supplier or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. §5.5).

4. **Subcontracts**. The Supplier or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. §5.5) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Supplier shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. §5.5).
Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

E. **Clean Air Act (42 U.S.C. § 7401-7671q.) And The Federal Water Pollution Control Act (33 U.S.C. § 1251-1387).**
Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).**
Suppliers who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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. Each tier shall also 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Supplier certifies that during the term of any Participating Entity contracts awarded under the Agreement, Supplier must comply with applicable requirements as referenced above.

If applicable, Suppliers must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

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amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Supplier,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Supplier understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Supplier's Authorized Official

_____

Name and Title of Supplier's Authorized Official

_____

Date

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

I. **Energy Policy And Conservation Act Compliance.**
To the extent applicable, Supplier must comply with the mandatory standards and policies relating to

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energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **Buy American Provisions Compliance.**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

M. **Federal Seal(s), Logos, And Flags.**
The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval. (For FEMA funded projects see paragraph X.)

N. **No Obligation** by **Federal Government.**
The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

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O. **Program Fraud and False or Fraudulent Statements or Related Acts.**
The Supplier acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

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

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

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

S. **Prohibition On Certain Telecommunications** a**nd Video Surveillance Services** o**r Equipment.**
To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216. (For FEMA funded projects see paragraph X.)

T. **Domestic Preferences** f**or Procurements.**
To the extent applicable, Supplier certifies that during the term of this Contract, and any underlying contracts with Participating Entities, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

U. **Build America, Buy America Act (BABAA).**
Sourcewell issued the solicitation for an indefinite quantity cooperative purchasing master agreement which is available for use by eligible public agency Participating Entity. Sourcewell did not issue this solicitation or award any master agreement under a federal award. Responsibility for ensuring awareness, implementation, and compliance with all applicable federal procurement standards or requirements is that the Participating Entity. Compliance with all applicable federal, state, and local requirements, including those related to federal awards, is the responsibility of the Participating Entity.

Participating Entities are responsible for notifying Supplier of any applicable preference or procurement requirement (e.g. Buy American, etc.) which may impact Supplier's quote.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an

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infrastructure project, unless a domestic preference requirement is waived by the federal awarding agency. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal awarding agency.

V. **Partnerships with Faith-Based and Neighborhood Organizations (Executive Order 14015, Feb. 14, 2021; Federal Register, Vol. 89, No. 43).**

A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from Participating Entity and/or the federal government to support or engage in any explicitly religious activities except when consistent with the Establishment Clause and any other applicable requirements. An organization, business, non-profit organization, partnership, limited liability corporation or partnership, corporation, individual, or other entity receiving Federal financial assistance also may not, in providing services funded by Participating Entity and/or the federal government, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

All organizations receiving federal money through Participating Entity to provide social services shall provide the following notice, in substance, to beneficiaries of the protections listed herein:

> "Name of Organization:
> Name of Program:
> Contact Information for Federal Grant Program Office (name, phone number, and email address, if appropriate):
>
> Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:
>
> - We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
>
> - We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that may be offered by our organization, and any participation by you in such activities must be purely voluntary;

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- We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance

- You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the grant program office using the contact information set forth above; and

- If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in our area, please use the contact information set forth above.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity."

W. **Additional FEMA Recommended Provisions:**

1. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (3) of this clause applies, the contractor and its **subcontractors** may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

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(b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

i. This clause does not prohibit Suppliers from providing—

(a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

(a) Covered telecommunications equipment or services that:

(1) Are not used as a substantial or essential component of any system; and

(2) Are not used as critical technology of any system.

(b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

i. In the event the Supplier identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Supplier is notified of such by a subcontractor at any tier or by any other source, the Supplier shall report the information in paragraph d.ii. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for

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reporting the information.

ii. The **Supplier** shall report the following information pursuant to paragraph d.i of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph d.ii.(b) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Supplier shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

2. **Subcontracts.** The Supplier shall insert the substance of this clause, including this paragraph, in all subcontracts and other contractual instruments.

a. **Access to Records.** The Supplier agrees to provide (insert name of participating entity), (insert name of pass- through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

i. The Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

ii. The Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

b. **DHS Seal, Logo, and Flags.** The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Supplier shall include this provision in any subcontracts.

c. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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d. **Copyright and Data Rights.**
License and Delivery of Works Subject to Copyright and Data Rights.

The Supplier grants to the (insert name of participating entity), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Supplier will identify such data and grant to the (insert name of participating entity) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Supplier will deliver to the (insert name of participating entity) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of participating entity).

e. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts**
Build America, Buy America Act Preference.

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States

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RFP 062526 - Trailers with Related Equipment and Services

Vendor Details

Company Name:	Brandt Industires USA LTD
Address:	19500 north 1425 East Road Hudson , Il 61748
Contact:	Russell Solomon
Email:	RSolomon@brandt.ca
Phone:	214-250-1672
HST#:	3686-9831

Submission Details

Created On:	Monday May 11, 2026 14:39:51
Submitted On:	Thursday June 25, 2026 14:32:32
Submitted By:	Russell Solomon
Email:	RSolomon@brandt.ca
Transaction #:	ed65fb7c-bc6c-479a-99b0-268276a98eef
Submitter's IP Address:	10.13.1.21

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Specifications

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

General Instructions (applies to all Tables) Provide a concise response to each question. Do not attach additional documents to your response without providing a substantive response within the Specification Tables; attachments should be SUPPLEMENTAL to your answers. Do not leave answers blank; respond “N/A” if the question does not apply to your organization and include an explanation why it does not apply.

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, DBA, 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. Entities that have not been awarded will not be added to an existing master agreement through the affiliation of the Proposer’s corporate organization.

#	Question	Response *	
1	Provide the legal entity name of the Proposer authorized to submit this Proposal.	Brandt Industries USA Ltd. for US Sourcewell Members and Brandt Industries Canada Ltd. for Canada Sourcewell Members	*
2	In the event of award, is the entity named in Line Item 1, the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, DBA, authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal.	Entities responsible for offering and performing delivery of the Solutions under this Proposal are: 1. Brandt Industries USA Ltd. - responsible for delivery and support through its authorized U.S. dealer network, as identified in Section 3 of the Marketing Plan. 2. Brandt Industries Canada Ltd. - responsible for delivery and support through its authorized Canadian dealer network, as identified in Section 3 of the Marketing Plan.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We don't have a CAGE # on file as of right now and are inquiring to get one for this bid- this is a placeholder in case we don't have this in time for submittal- we can submit after deadline if required- we applied for a new one 10 days ago and have not got a response yet from US Government	*
5	Provide your NAICS code applicable to Solutions proposed.	333120 - Construction machinery manufacturing	
6	Proposer Physical Address:	19500 N, 1425 East Rd., Hudson, IL 61748	*
7	Proposer website address (or addresses):	https://www.brandt.ca	*
8	Identify the Proposer's Authorized Representative, include name, title, address, email address, and phone number. The representative must have	Murray Yeager, Chief Operating Officer – Manufactured Products Brandt Industries 302 Mill Street, Regina, SK S4P 3E1	*

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	authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.	306-791-7546 tel 306-535-7733 cel murray.yeager@brandt.ca	
9	Identify the Proposer's primary contact for this proposal, include name, title, address, email address, and phone number:	Russell Solomon, Director of Sales USA & Mexico Brandt Industries USA Ltd. 19500 N 1425 East Rd., Hudson, IL 61748 1-214-250-1672 cell rsolomon@brandt.ca	*
10	Identify the Proposer’s other contacts for this proposal, if any, include name, title, address, email address, and phone number.	Jordan Gottinger, Director of Dealer Development Brandt Industries USA Ltd. and Brandt Industries Canada LTD PO Box 3856, Highway #1 East, Regina, SK S4P 3R8 306-519-8343 Cell jgottinger@brandt.ca	*

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

#	Question	Response *	
11	Provide a brief history of your company and industry longevity related to the requested Solutions.	Brandt Industries is a privately owned, family-run manufacturing and distribution organization headquartered in Regina, Saskatchewan, Canada. With operations and customers around the world, Brandt serves a diverse range of industries, including agriculture, construction, forestry, rail, mining, steel, transportation, material handling, and energy. Across all divisions, our approach is grounded in a simple principle: every decision begins with the customer. We actively listen to the needs of our clients and dealer partners and take decisive action to deliver practical, high-value solutions that support their success.	*
12	Describe what specific outcomes or deliverables your company anticipates upon receiving an award from Sourcewell.	In the event of an award, Brandt will leverage the Sourcewell contract as a strategic opportunity to expand our presence and strengthen relationships across North America, particularly within the public sector, including state, local, and educational organizations. As a company with over 90 years of experience delivering high-quality, customer-focused solutions, Brandt will take a measured and disciplined approach to ensure long-term success under the contract. Our focus will be on building strong, service-driven partnerships, increasing market awareness, and delivering consistent value to Sourcewell members through reliable products and responsive support. Our go-to-market strategy will include participation in relevant industry events, and coordinated marketing	*

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		efforts across digital and traditional channels. While this represents Brandt's first Sourcewell submission, we bring extensive experience in large-scale equipment supply, customer support, and long-term contract fulfillment, positioning us to execute with confidence and reliability. Ultimately, our expectation is to build lasting partnerships, grow our footprint within the public sector, and deliver on our commitment to quality, innovation, and customer success.	
13	Provide non-confidential indicators that demonstrate your organization's financial strength and long-term stability. Acceptable examples include such items as: • Annual revenue range (select a range—do not provide confidential statements) • Years in business • Publicly available SEC filings (if applicable) • Third party credit scores or ratings (e.g., D&B, bond ratings) • Letters of credit or financial backing from a banking institution Upload supporting documents (as applicable in the document upload section of your response). DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION. Refer to RFP Section VI. Subsection E. Disposition of Proposals.	We have attached a letter from Brandt banker CIBC and a history of Brandt Group of Companies dating back to 1932.	*
14	Describe your US market share for your proposed Solutions. OR Provide the number of US Education and Government entities you have served over the past three (3) years, along with the total number of states where you have made sales.	Based on recent Polk registration data, Brandt has grown from its first U.S. trailer sale in 2021 to rank among the top 10 heavy-haul trailer brands in the United States by market share. This rapid growth demonstrates strong market acceptance of Brandt's heavy-haul trailer solutions and reflects the continued expansion of our dealer network, product offering, and customer base. Brandt's Work Ready Trailer line (20K and below sizes) is still young to the US market in our 3rd year and is a premium robust built type of trailer design and our market share is low single digits	*
15	Describe your Canadian market share for your proposed Solutions. OR Provide the number of Canadian	Based on recent Polk registration data, Brandt has grown from its first Canadian trailer sale in 2019 in Canada to rank among the top 10 heavy-haul trailer brands in the Canada by market share. This rapid growth demonstrates strong market acceptance of Brandt's heavy-haul trailer solutions and reflects the strength of the coast to coast to	*

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	Education and Government entities you have served over the past three (3) years, along with the total number of provinces where you have made sales.	coast Brandt dealer network across Canada, product offering, and customer base. Brandt's Work Ready Trailer line (20K and below sizes) is more mature in Canada where Brandt launched these trailers in 2019 combined with over 100 Brandt owned dealer locations has Brandt in the top 10 market share in Canada	
16	Does your organization have any ongoing or completed bankruptcy proceedings, or have you been included as a possible Responsible Party within the past seven years? If yes, please explain. The proposer must provide notice in writing to Sourcewell if it enters bankruptcy proceedings at any time during the pendency of this RFP.	Brandt Industries has not petitioned for bankruptcy protection.	*
17	Does your organization have any current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years? If so, please explain. 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.	Brandt Industries has no debarments or Suspensions in the last 7 years	*
18	Describe any relevant industry awards or achievements that your organization has received in the past three (3) years, including the year received.	Brandt has received the following awards and industry recognition: 2026 – Canada's Best Managed Companies, Platinum Member: Recognized among Canada's top-performing privately owned companies for sustained excellence in leadership, strategy, culture, innovation, governance, and financial performance. 2023 – Ditch Witch #1 Top International Service and Support Excellence Award: Recognized as the leading international dealer for customer service and product support. 2023 – National Trailer Dealers Association Recognition: Recognized as a Presenting-Level Sponsor of the NTDA's 33rd Annual Convention	*
19	What percentage of your sales were to the government sector in the past three (3) years? This and the following line should not exceed 100%.	Since entering the U.S. market six years ago, approximately 5% of our total trailer sales have been generated from the government sector. In Canada, where Brandt has a stronger and more established market presence, government customers accounted for 33% of all sales within the 20-ton-and-below trailer category during the past 12 months.	*
20	What percentage of your sales were to the education sector in the past three (3) years? This and the previous line should not exceed 100%.	0% to date that we have a record of in the US, In Canada we have less than 5% that we show to the education sector	*

21	List all state and cooperative purchasing agreements that you hold. Include the sales volume for each of these agreements over the past three (3) years.	In the US we do not have any state or cooperative purchasing agreements to date and another reason we are applying for the Sourcewell contract as we often get request from our dealers and customers to get on the Sourcewell platform	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. Include the sales volume for each of these contracts over the past three (3) years.	We do not currently hold any GSA or SOSA contracts in the United States. Securing access to the Sourcewell cooperative purchasing platform is a key strategic priority, as we have received multiple requests to participate through Sourcewell.	*

Table 2B: References/Testimonials

Line Item 23. Supply reference information from three customers **who are eligible** to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Henrico, Virginia	Justin Herbaugh	804-501-5693	*
Town of Orchard Park, NY	Andy Slotman	716-225-1591	*
Illinois Department of Natural Resources	Eric McClusky	618-994-2022	*

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.

#	Question	Response *	
24	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	Brandt Industries is the Manufacturer of Brandt Agricultural Products, Brandt Trailers, Brandt Truck Products, Brandt Construction Products and Brandt Road Rail Products sold through an independently owned and operated US Trailer Dealer Network, and are not subsidiaries of Brandt Industries USA Ltd. Upon signing up with Brandt each dealer enters into an agreement with Brandt Industries USA Ltd to represent our trailer products Brandt Industries Canada Ltd. is our Canadian Manufacuturing company that sells trailers through another Brandt owned division Brandt Tractor Ltd with over 100 dealership locations throughout Canada. We have dealer maps and dealer locations listed in Section 3 under our Marketing plan	

	products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?		
25	Describe your sales force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested Solutions.	Brandt Industries USA Ltd. delivers its solutions through a comprehensive network of authorized dealers (98 location) across the United States and across our Canadian dealer network (112 locations) This network is composed of independent authorized dealers with established regional presence and industry expertise. These partners are carefully selected based on their technical capabilities, service infrastructure, and alignment with Brandt's standards for customer support and operational performance. All authorized dealers are supported by centralized corporate resources, including manufacturing, engineering, training, and program support, ensuring consistency in product offering, service delivery, and customer experience. Dealers are responsible for the full delivery of solutions, including equipment sales, configuration, delivery, parts support, maintenance and repair services, and warranty administration. This end-to-end capability ensures customers receive consistent, high-quality support throughout the equipment lifecycle. Brandt continuously evaluates and expands its dealer network to enhance geographic coverage, strengthen service capacity, and respond to evolving customer and market requirements. Brandt also has a dedicated team of Trailer Territory Managers who support our dealer Network with 4 US TM's along with a central Customer Support Center that supports both our dealers and customers directly.	*
26	Describe your network of Authorized Sellers who will deliver Solutions, including the number and locations of dealers, distributors, resellers, and other distribution methods, as it relates to the requested Solutions.	Brandt distributes the proposed trailer Solutions exclusively through its network of authorized independent dealers, with comprehensive support from Brandt corporate. Authorized dealers are responsible for customer engagement, product configuration, quotations, order coordination, delivery, commissioning, parts support, warranty assistance, and ongoing service. Brandt currently has [insert verified number] authorized trailer dealer locations serving customers across the United States. These dealers are supported by Brandt territory managers, product specialists, engineering, parts, warranty, and customer-service personnel. Dealer coverage extends across the Midwest, Northeast, Southeast, South Central, Mountain, and Western regions. All Sourcewell Participating Entity quotations and transactions will be handled through an authorized Brandt dealer. Brandt	*

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		corporate will provide pricing oversight, application and engineering support, product configuration assistance, order processing, delivery coordination, warranty administration, and contract reporting. Brandt will also maintain and provide Sourcewell with a current list or other means of validating all Authorized Sellers permitted to transact under the agreement. This dealer-led model provides Participating Entities with local sales and service support while ensuring direct access to Brandt's manufacturing, engineering, parts, and technical resources.	
27	Describe your service force, their locations (e.g., regions, territories), number of direct employees (full-time equivalents) involved in each sector (GOV/EDU), and overlap between sales and service, as it relates to the requested solutions.	Brandt supports the proposed trailer Solutions through a combination of authorized dealer service personnel and Brandt corporate technical resources. The first line of service for Sourcewell Participating Entities is Brandt's authorized dealer network, which provides local service, inspections, repairs, parts support, warranty assistance, and ongoing customer support across the United States and Canada. Dealer coverage is organized by regional sales and service territories, including the Midwest, Northeast, Southeast, South Central, Mountain, and Western regions. Each authorized dealer is supported by Brandt territory managers who are supported by our Customer Support Center staffed with product specialists, engineering, parts, warranty, and customer-service personnel. In addition to local dealer support, Brandt operates a 24-hour, 7-day-a-week, 365-day customer support center available to Sourcewell Participating Entities, Brandt customers, and Brandt's authorized dealer network. This centralized support resource provides after-hours assistance, helps coordinate parts and technical support, and escalates service or warranty matters to the appropriate Brandt or dealer personnel. Brandt's direct corporate support team includes 280 full-time employees involved in trailer support, including territory management, product specialists, parts, warranty, engineering, technical support, and customer service. These employees support both government and education customers. Brandt does not maintain separate teams dedicated exclusively to the GOV or EDU sectors; these resources are shared across both sectors based on customer requirements. There is intentional overlap between the sales and service functions. Authorized dealer sales representatives serve as the primary local customer contact and work closely with their dealer service departments throughout product selection, delivery, commissioning, operator orientation, warranty administration, and ongoing support. Brandt territory managers and product specialists also bridge sales and service by providing application review, product configuration assistance, technical guidance, delivery coordination, and escalation support.	*

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		This service model provides Sourcewell Participating Entities with responsive local dealer support, continuous access to Brandt's 24/7 Customer Support Center, and the full backing of Brandt's manufacturing, engineering, parts, warranty, and technical resources.	
28	Describe the ordering process from sales/consultation, how the order is placed, through project/order fulfillment. If orders are handled by distributors, dealers, or others, explain their roles and responsibilities in the ordering process.	We will have a landing page on www.brandt.ca for Sourcewell members to request quotes and help dialing in specifications with support from our Sales order desk staff at Brandt's Customer Support Center who will also coordinate with the closest Brandt Dealer to finalize quote	*
29	Describe, in detail, the process and procedure of your customer service program. Include your response –times, escalation protocols, issue resolution timeframes, as well as any incentives that help your providers meet your stated service goals or promises.	Our dealer network is the first touchpoint for our customers with Brandt Customer Support Center that provides 24/7/365 support also being available for customers or Sourcewell members as well as backing up our dealer network with support for customer service issues. Our Customer Support Center will respond within 2 hours to any customer service issue with the majority of the issues resolved in thier first call with everything documented in our service ticket system. If that ticket requires further escalation to our engineering team, technical support, manufacturing plant or parts team then our goal is resolve the issue within 24 hours. If further escalation is required we have our dealer network and field staff available to visit the customer in person to help resolve the issue.	*
30	Describe your capability to provide the requested Solutions to Sourcewell participating entities in the United States.	With our growing dealer network, 24/7/365 Customer Support Center along with our growing trailer lineup we can service any entity in the US or Canada.	*
31	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Brandt Industries does not have a current solution to be able to serve participating companies in Hawaii and Alaska, and in US Territories.	
32	Describe your capability to provide the requested Solutions to Sourcewell participating entities in Canada.	Brandt Industries has a dedicated and established dealer network of 113 Brandt locations across Canada that supports on both sales and service at all locations. These dealer locations consist of Brandt Tractor Construction & Forestry locations , Brandt Tractor Agriculture , Brandt Peterbilt and Brandt Truck & Trailer locations	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Brandt Industries only state without a supporting dealer is Hawaii at this time we want to be transparent on is Hawaii, we have quoted trailers to Hawaii before, the shipment will be the challenge to get to Hawaii.	*
34	Identify any account type or Participating Entity type from the RFP that will not have full	We don't see any participating entity that we would not be able to sell or suppport in the Sourcewell network.	*

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	access to the requested Solutions if an agreement is awarded, along with the reason(s) why.		
35	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	WE would allow our pricing we are submitting to Sourcewell to be used with Nonprofit entities that are Sourcewell members	*

Table 4: Marketing Plan (100 Points)

#	Question	Response *	
36	Describe your marketing strategy, including tactics/methods and timelines for promoting this opportunity to participating entities for the requested solutions. Upload optional samples of your marketing materials.	Brandt will actively promote a Sourcewell awarded agreement through an integrated sales and marketing strategy designed to build awareness and drive contract utilization across eligible participating entities in the United States and Canada. Our direct sales teams and authorized dealer network will serve as the primary drivers of contract awareness, supported by targeted marketing initiatives including website promotion, dedicated landing page content, email marketing, digital and social advertising, customer-facing sales materials, and industry event exposure. Brandt will also support long-term engagement through ongoing customer communications, account-based outreach, and aftermarket touchpoints to encourage continued awareness and repeat purchasing opportunities. After contract is awarded, within Brandt's print and digital ad placements with various media partners across several markets includes the Sourcewell logo. Sourcewell information will be contained on the Brandt Government Solutions web page with a detailed listing of contracts, benefits and opportunities.	*
37	Describe your use of technology and digital data (e.g., specific social media platforms, metadata usage) to enhance and/or optimize your marketing strategy described above.	Brandt leverages digital marketing technology and performance data to optimize awareness, engagement, and contract visibility across relevant audiences. Our approach includes SEO best practices across our website and product pages, including keyword strategy, metadata optimization, content refinement, and landing page development to improve discoverability among public sector and fleet procurement audiences. We also utilize digital marketing channels including LinkedIn, Facebook, Instagram and Youtube, Google advertising, email marketing, and other targeted digital platforms to reach decision-makers in municipal, infrastructure, utility, transportation, and public sector markets. Campaign performance is monitored through website analytics, engagement metrics, audience behavior, and campaign reporting, allowing us to continuously refine messaging, targeting, and media strategy to improve results and maximize contract awareness.	*
38	In your view, what is Sourcewell's role in promoting agreements	Brandt views Sourcewell as a strategic procurement partner that helps create awareness, credibility, and accessibility for cooperative purchasing among eligible public sector organizations. Sourcewell plays	*

	resulting from this RFP?	an important role in promoting contract opportunities, educating participating entities on procurement benefits, and simplifying the purchasing process through a trusted cooperative framework. From Brandt's perspective, a Sourcewell-awarded contract would be fully integrated into our sales process as an active go-to-market channel—not simply a purchasing option. Our sales teams, dealer partners, and customer-facing staff would be trained on contract eligibility, purchasing workflows, and key value messaging to ensure they can confidently position the agreement with prospective customers. Where appropriate, Sourcewell contract availability would be incorporated into customer conversations, quote development, sales materials, and procurement discussions. For customers unfamiliar with cooperative purchasing, our team would provide education on the Sourcewell process and benefits, helping reduce procurement friction and accelerate purchasing decisions.	
39	Describe how your organization will integrate a Sourcewell awarded agreement (e.g., training, incentives) into your sales process.	Brandt supports digital procurement workflows that help streamline the purchasing process for public sector customers, including electronic quote requests, digital purchase order processing, documentation exchange, and customer communications. Our website and digital sales infrastructure support product research, inquiry generation, and customer engagement, while our consultative sales approach ensures complex trailer solutions are properly specified and aligned with operational needs. As Brandt is a Global Operation, we have extensive experience supporting national and international governmental, infrastructure, and institutional customers through structured procurement processes, combining digital convenience with direct sales support to ensure a seamless and accurate purchasing experience.	
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) AND provide one (1) example of how governmental and educational customers have successfully utilized them.	Brandt utilizes a world class dealer network in the US who will work with Sourcewell Members directly to ensure the correct trailers is quoted that will fit each municipality's requirements for safety. Sourcewell Members can go to www.brandt.ca to view each trailers specifications and then click on contact Brandt to enter their contact information and a Brandt Representative will contact them and coordinate working with the closest certified Brandt dealer	*

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

#	Question	Response *	
41	Describe any training programs related to your proposed Solution(s) available to Sourcewell participating entities. Include details, such as	Brandt offers product familiarization and customer support training to help participating entities safely and confidently operate and maintain their equipment. Training may be provided as part of the delivery and onboarding process or as an optional service depending on the complexity of the trailer solution and customer requirements. Training can include product operation, loading and unloading best	*

	whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	practices, maintenance awareness, safety guidance, and general equipment familiarization. Support may be delivered by Brandt sales representatives, product specialists, authorized dealer partners, or service personnel through on-site orientation, direct consultation, or digital resources where applicable. Standard product familiarization is typically included as part of the customer handover process, while specialized or site-specific training requirements may be scoped separately if requested.	
42	Describe any technological advances that your proposed Solutions offer.	Brandt's trailer solutions are engineered with a focus on durability, operational efficiency, safety, and ease of maintenance to support demanding transportation applications. Product advancements may include application-specific trailer configurations, enhanced load management features, safety-focused design improvements, and serviceability enhancements that help reduce downtime and improve long-term ownership value. Our approach to innovation is practical and customer-driven—focused on delivering reliable performance and operational efficiencies that matter to fleet owners and public sector operators.	*
43	Describe any sustainability initiatives or certifications that relate to your organization and/or proposed Solutions. If applicable, describe the certification(s) for each initiative.	Brandt recognizes the growing importance of sustainability and responsible lifecycle management in equipment ownership. Our approach emphasizes durable product design, long service life, repairability, and ongoing parts and service support that help extend equipment lifespan and reduce premature replacement. By supporting long-term asset utilization through service, maintenance, and aftermarket support, Brandt helps customers maximize equipment value while supporting more responsible ownership practices.	*
44	Describe any third-party issued, eco- labels, ratings, or certifications that your proposed solutions hold.	Brandt's proposed trailer solutions are manufactured to meet applicable transportation, safety, and regulatory standards for highway use in relevant jurisdictions. Where specific certifications, compliance documentation, or third-party standards apply to individual products or components, supporting documentation can be provided as required.	*
45	What aspects of your company, solutions, or services are truly unique in the marketplace, and why are these unique advantages meaningful for Sourcewell participating entities?	Brandt offers a differentiated combination of manufacturing expertise, broad product coverage, consultative sales support, and lifecycle service that provides meaningful value to Sourcewell participating entities. Unlike suppliers focused solely on product sales, Brandt supports customers through the full ownership journey—from specification and procurement support to delivery, warranty, parts, service, and ongoing technical assistance. Key differentiators include: • broad heavy haul and work-ready trailer solutions under one supplier relationship • direct sales and authorized dealer support across North America • consultative equipment specification guidance • lifecycle aftermarket service and support • experience supporting complex fleet and infrastructure procurement requirements For participating entities, this means reduced procurement risk, stronger support, and a long-term equipment partner—not simply a	*

		trailer supplier.	

Table 5B: Value-Added Attributes

Select any business certifications that your company or partners have obtained. Upload your confirming documentation.

Select all that apply below.

#	Certification	Offered	Comment	
46	Minority Business Enterprise (MBE)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
47	Women Business Enterprise (WBE)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
48	Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
49	Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
50	Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
51	Small Business Enterprise (SBE)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
52	Small Disadvantaged Business (SDB)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*
53	Women-Owned Small Business (WOSB)	○ Yes ◉ No	Brandt is a Privately held/ Family Owned Company	*

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

Provide detailed pricing information in the questions that follow below.

#	Question	Response *	
54	Describe your payment terms.	Standard payment terms for Brandt is full Payment due 30 days from delivery. The Brandt dealer network is comprised of independently owned dealerships and have a variety of payment terms and accepted payment options.	*
55	Describe your accepted payment methods. For credit card/procurement card (pCard), describe any fees associated with these methods.	Acceptable payment methods are check, ACH, and EFT.	
56	Describe available leasing, financing, or	Low rate financing and FMV Lease options available	*

	as-a-service options, including key features and any third-party providers or financial partners used.	see attached document: 'Financing options - US Heavy Haul.pdf'	
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	1. Trailer specification document outlining the desired options, reference document 'Q-102740 R2 Quote example' 2. Terms and Conditions 3. Brandt dealer forms are unique to each dealer and formatting is not the same dealer to dealer 4. Line drawings can be supplied upon request and are tracked on a deal by deal basis reference doc 'Line Drawing example' 5. Invoices upon completion reference doc 'Invoice example' 6.Order acknowledgments at time of order entry reference doc 'Order Acknowledgement example' 7.if required financing options and Credit App reference doc 'Financing options - US Heavy Haul' & 'Credit App - Transportation'	*
58	Describe your pricing model AND quantify the proposed discount(s) offered. If proposed pricing is Line-Item Pricing, Proposer must submit: A. For each Line, provide your list/MSRP, the offered discount(s), and the ”Master Agreement Price”. B. If proposed pricing is a Percentage Discount from Catalog or Category, one of the following MUST be submitted: (1) an active URL to a current published online catalog; OR (2) a complete price file with current pricing. Refer to RFP Section III. Pricing for additional guidance.	Brandt has provided separate U.S. and Canadian MSRP price books, including base models and available options in the Pricing section files. Sourcewell Member Discounts: U.S. Heavy Haul and TAG Trailers: 13% discount from U.S. MSRP, applied to the base model plus options. U.S. Work Ready Trailers: 15% discount from U.S. MSRP, applied to the base model plus options. Canadian Heavy Haul, TAG, and Work Ready Trailers: 10% discount from Canadian MSRP, applied to the base model plus options. Multi-Unit Purchases: An additional 2% discount applies to purchases of six or more units in both the U.S. and Canada. All pricing is subject to applicable tariff surcharges in effect at the time of completion.	*
59	Provide details of any quantity or volume discounts, as well as any rebate programs that are available in addition to the proposed pricing structure discounts.	Brandt will offer an additional discount of 2% on multi-unit deals for 6 or more units.	*
60	Describe your method of facilitating non-contracted products or related services and define the associated costs/fees.	Brandt will offer open market / Non-standard options to Sourcewell members upon request and on a case by case basis. We offer customization of our trailers and these are priced based on customers specifications of custom build trailers. These Customized trailers will recieve the same Sourcwell discounts.	*

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		These items are considered an "option" and Brandt will supply a quote on the requests as we see viable an the **% off MSRP will be applied on these as well. Brandt will make all reasonable efforts to provide these options and a fair and reasonable price.	
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges.	Federal, State and or local taxes if applicable as well as license plate, registration, freight and other dealer fees including set up and PDI are not included. Pricing will also include options chosen, current taxes, freight and delivery charges based on location and tax rates in effect at time of purchase.	*
62	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) in the contiguous United States.	All freight and shipping charges will be quoted on an individual trailer transaction. Our dealer network is required to stock common trailers types/sizes which will help minimize freight cost to Sourcewell members versus direct shipments from our 2 Trailer factories. Brandt will supply documentation for cross boarder shipments into the USA upon request.	*
63	Describe and define the costs/fees associated with your freight, shipping, and delivery program(s) for Alaska, Hawaii, Canada, or any offshore delivery.	Our Canadian dealer network of 112 dealer locations which stock our trailers -will allow for very compettiive delivery/freight charges. Our growing US network of 98 dealer locations will also allow for competitive freight and delivery charges. We also stock a large number of trailers at our Hudson, Illinois Factory.	*
64	Describe any unique distribution, delivery, or deployment methods offered in your proposal.	Brandt utilizes a growing dealer network across all of North America, Brandt provides a variety of options to deliver the product to the member location including: 1. Pick up at factory by member 2. Pick up at factory by 3rd Party transporter of members choice 3. Delivery and pick up at local dealership 4. Delivery direct to member location Brandt will continuously work to negotiate competitive rates as products are being shipped. All freight quotations will be handled on a case by case basis and agreed upon by the member prior to shipment.	*
65	Describe any self-audit processes or programs that you will employ to verify that Sourcewell participating entities have obtained Agreement pricing and to verify compliance with the resulting Agreement.	Brandt will continuously audit on a deal by deal basis to ensure the participating entities are receiving pricing compliant with this agreement through our dealer network to ensure the dealer network is providing the agreed upon Sourcwell Pricing	*
66	Provide a list of internal metrics that will be tracked to measure the success of a resulting Agreement.	Brandt also will track all quotes and deals through Sourcewell with a specific number assigned to the deal, this will allow for annual tacking and reporting for all deals associated with this contract per Sourcewell's reporting requirements	*

67	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Brandt has a 1% administration fee for Sourcewell for all sales associated with this contract. This fee excludes all taxes, Freight and or other additional charges related to a sale.	*

Table 6B: Pricing Offered

#	The Pricing for this Proposal is: *	Specify the basis for the pricing offered, include unique circumstances or justifications	
68	As good as or better than pricing typically offered through our existing cooperative contracts, state contracts, or agencies.	Brandt is offering 15% to 10% off of the supplied MSRP Price Sheets based on 3 categories (Heavy Haul, Tag and Utility/Work Ready trailers), this is as good or better than pricing typically offered through our existing networks to end users.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for towable Trailers with Related Equipment and Services, including but not limited to those listed under the categories below. Solutions for trailers not suited for highway travel may not be considered.

Awards under this solicitation will be made in separate categories. **No proposer should select more than one category to respond to.**

If a proposer can demonstrate they are able to provide at least 1 solution listed under Category 1 ***and*** at least 1 solution under Category 2, they would select Category 1; and provide one response under Category 1.

If a proposer can demonstrate they are *only* able to provide the solutions listed under Category 2, they would select Category 2; and provide one response under Category 2.

#	Category Selection *	
69	Category 1	*

Table 7B: Depth and Breadth of Offered Solutions- Category 1

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.

☐ We will not be submitting for Table 7B: Depth and Breadth of Offered Solutions- Category 1

#	Subcategory or Type	Offered *	Comments	
70	Flatbed	○ Yes ◉ No	N/A	*
71	Deck-over	◉ Yes ○ No	The Brandt portfolio of trailers includes deck-over trailers with a GVWR ranging from 22,000 to 32,000 lbs. These tandem and tridem axle deck-over trailers are available with either a pintle hitch or a gooseneck, and have an overall deck length of 29', 31' or 33', including a 5' beavertail.	*
72	Drop-deck	○ Yes ◉ No	N/A	*
73	Lowboy	◉ Yes ○ No	Brandt offers a full range of detachable gooseneck lowboy trailers for use in agriculture, commerce and construction. These trailers have a payload capacity ranging from 70,000 lbs (35 tons) to 170,000 lbs (85 tons). Mechanical and hydraulic detachable goosenecks are available with a variety of deck wells and loading ramps, including paver styles and over-the-suspension platforms, as well as a wide range of custom options.	*
74	Tilt deck	◉ Yes ○ No	Brandt offers an 8-ton, 16,000-lb GVWR tilt-deck trailer with a 16-foot tilting platform and a 6-foot stationary platform. UBT822.	
75	Gooseneck	◉ Yes ○ No	Brandt offers gooseneck deck-over and dump trailers. The GVWR of the gooseneck deck-over trailers ranges from 22,000 to 32,000 lbs, and the GVWR of the gooseneck dump trailers ranges from 19,400 to 22,000 lbs.	
76	Tag	◉ Yes ○ No	Brandt offers fixed and tilt deck tag trailers. The air tilt tag trailer has a capacity of 25 tons. The fixed deck tag trailer portfolio provides solutions with capacities of 20 tons, 22.5 tons and 25 tons, with deck lengths ranging from 20 to 26 feet.	
77	Dry van	○ Yes ◉ No	N/A	
78	Dump	◉ Yes ○ No	Brandt offers a portfolio of work ready dump trailers with GVWR ranging from 16,000 lbs to 22,000 lbs. These trailers feature 14 and 16 foot dump boxes, telescopic hoist mechanisms, 7k and 8k axles.	
79	Tanker	○ Yes ◉ No	N/A	
80	Roll-back	○ Yes ◉ No		
81	Walking floor	○ Yes ◉ No	N/A	
82	Roll-off	○ Yes ◉ No		

83	Livestock	○ Yes ◉ No	N/A	
84	Please describe other Solutions not specifically mentioned in this Table 7B, that are within the scope of this RFP Category 1.	◉ Yes ○ No	Through Brandt's Heavy Haul and Work Ready trailer portfolios, participating entities have access to solutions ranging from general equipment transport to specialized heavy haul applications. Related support includes: • product specification consultation • trailer configuration support • delivery coordination • warranty administration • parts availability • maintenance and repair services • technical support • customer onboarding and product familiarization Supported by Brandt's direct sales teams, authorized dealer network, and service infrastructure, our offering provides participating entities with a complete transportation solution backed by long-term support.	

Table 7C: Depth and Breadth of Offered Solutions- Category 2

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.

☑ We will not be submitting for Table 7C: Depth and Breadth of Offered Solutions- Category 2

#	Subcategory or Type	Offered *	Comments	
85	Mobile office	○ Yes ○ No		*
86	Refrigerated	○ Yes ○ No		*
87	Mobile command station	○ Yes ○ No		*
88	Incident response	○ Yes ○ No		*
89	Please describe other Solutions not specifically mentioned in this Table 7C, that are within the scope of this RFP Category 2.	○ Yes ○ No		

Table 7D: Depth and Breadth of Offered Solutions - Industry Specific

#	Question	Response *	
90	Describe in detail warranties offered and how they will be	Work Ready, Tag & Heavy Haul Trailers Standard Base Warranty: The Standard Base Warranty period for all Brandt Products shall be twelve (12) months commencing on the date of	*

	administered. Include whether they cover parts, labor, and technician travel, and geographic locations covered.	delivery of the new Brandt Product to the original retail purchase. Brandt warrants that all Brandt manufactured machinery, equipment or attachments (“Brandt Product”) will be of merchantable quality and free from defects in material and workmanship during the applicable Warranty period listed above of 12 months. The obligation of Brandt under product Warranty coverage is expressly limited to the repair or replacement, at Brandt’s option, of the defect part (s) and does not include the replacement of the complete product. Warranty Coverage under Brandt is limited to product failures which are a result of defects in workmanship or material only. Refer to the Standard Warranty Statement documents in appendix for complete details.	
91	Describe how your trailers are designed to ensure load stability, weight distribution, and safe transport of equipment under varying operating conditions.	Brandt trailers are engineered for superior quality and durability. During quotation, detailed line drawings are created and reviewed with the customer to match intended use and load requirements. Each trailer undergoes rigorous engineering and validation, including FEA stress testing. Throughout production, quality assurance ensures every unit meets exact specifications, followed by a final road test. New models are prototyped and tested internally, then evaluated in real-world conditions by select operators for 4–8 weeks. Clear safety decals are applied to support proper operation and load limits. Utility trailer D-rings are engineered and tested to meet 5,000 lb tie-down compliance standards.	*
92	Describe any safety features your trailers offer such as anti-lock braking systems, emergency breakaway systems or lighting features compliant with applicable regulations.	Every Brandt Work Ready trailer is equipped with breakaway switches and safety chains. The heavy haul trailers below 56 tons capacity come with abs systems. It is Brandt's day-to-day practice to discuss with every costumer to identify their department of transportation regulations and adapt the trailer according to the states they'll be operating in. It remains the responsibility of the customer to identify and communicate in the timely matter load regulations.	*
93	Describe available configurations and options your trailers offer, including ramp types, deck materials, tie-down systems, and other features that support various operational needs.	WORK READY TRAILERS LOW-PROFILE FLATBED - 5 ton and 7-ton capacity, - 18- and 20-foot decks including 2 foot dovetails, - Painted and galvanized, - 3 ramp styles, - Load-bearing toolbox lids. TILT DECK Performance and premium trim levels, - 16′ Tilt Deck + 6′ Stationary, - 7k and 8k torsion axles, - Painted and galvanized, - Spare tire & carrier, - Expanded metal mesh deck grip, - Pallet fork holder.	

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		DUMP TRAILERS - TELESCOPIC HOIST - 8 tons, 9 tons, 11-ton capacity, - 14- and 16-foot boxes – straight walls and max body, - 7k and 8k spring and torsion axles, - Bumper pulls and gooseneck, - Light, medium, and heavy-duty slides in ramps, - Painted and galvanized, - Spare tires. DECKOVER FLATBED - 11-ton, 15-ton and 16-ton capacity, - 24 + 5, 26 + 5 and 28 + 5 feet deck lengths, - Tandem and tridem axles, with 7k 10k, and 15k axles, - Pintle hitches and gooseneck, - Painted and galvanized, - Chain racks, - Heavy-duty toolboxes, - Spare tires & carriers, - Spring-assisted, full-width, flip-over ramps and full-width hydraulic ramps. TAG TRAILERS TILT TAG - 25-ton capacity, with 24’ + 6’ dovetail decks, - Spring and air suspension, - 7’ by 38” wide air ramps, - Winches and j-hooks, FIXED DECK TAG - Capacity: 20 Ton | 22.25 Ton | 25 Ton, - Spring Ramps | Air Ramps | Paver Style, Bifold Air Ramps, - Deck Lengths: 20ft. | 22ft. | 24ft. | 26ft., - Crossmember spacing: Every 16" | Every 12", - Side Rails: 7" | 8", - Tandem Axles | Fixed Tridem | Tridem with 1st Axle Air Lift, - Suspension: Spring | Spring Heavy Duty | Air Ride, - Wheels: Steel Wheels | Steel Inner, Aluminum Outer, - Tires: 215/75R17.5 LRJ 18 ply | 235/75R17.5 LRJ, 18 ply, - Decking: 2" Fir | 1 5/16" Apitong, - Load Securement: D-rings Every 4' | Every 2nd crossmember (2'), - Wheel Covers Options: Flat Wheel Covers | with 1/4" Thick Grouser Bars, - Paint: Dark Grey | Black | Custom. LOWBOY HEAVY HAUL TRAILERS AND MULTI-AXLES It is recommended to consult marketing material in the appendix to see the options offered for each trailer model. All in the open deck removable gooseneck category, - Mechanical and hydraulic necks, - Payload capacity ranging from 70,000lbs to 170,000lbs, - Deck lengths standard offering to customizable, - Deck widths from 8'6", 9', 9'6" and 10', - Axle Spacing at 49", 54", 60", - Gooseneck extensions,	

		- Gooseneck configuration, platforms and securement points, - Deck extensions, - Jeeps and boosters, - Over the suspension area, open, knuckle through, with wheel covers, to fully decked, Various front-loading ramps, paver style, with double hinges, and more, Over the suspension deck-end ramps, fully decked, aluminum ramps, 28-degree, 35-degree, 55-degree transitions, Swing out outriggers and aluminum pull-out outriggers, Steel and aluminum wheel options, - Various tire sizes and brands, - Multiple decking configurations from a variety of wood and steel materials, - Default and customizable load securement, type, location and quantity, d-ring, chain slots, chain pockets, winches, j-hooks, - Multiple wheel covers and fenders, - Hydraulic pony motors, - Light system, beacon lights, swing out lights, work lights, battery pack, - Trailer scale, tire inflation, hubometer, oversize signs, flags, - Drum brakes and disc brakes, - Lockable storage boxes, open baskets.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form (Not Scored)

Line Item 94. **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 redlined Master Agreement Template, in **Microsoft Word format** 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?	Response *
	No

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Table 9: Selected Bid Pricing Line Items ****NOT SCORED****

Please fill out table as able. This table is not scored but will be used to prepare competitive solicitation documentation. If you do not offer these products, no pricing is required.

#	Trailer Category	Offering?	Estimated Low Cost	Estimated High Cost	Comments
95	Light-Duty Tag/Tilt 10-20T	(•) Yes ( ) No	17% off MSRP for US and 12% off for Canada price pages in pricing section files	15% off MSRP for US and 10% off MSRP for Canada price pages in pricing section files	Different MSRP Price pages for US and Canada is reason for range discounts UBT822 Tilt Deck Low-Profile Flatbed.
96	Medium Deck-over 20-30T	(•) Yes ( ) No	15% off MSRP for US and 12% off for Canada price pages in pricing section files	13% off MSRP for US and 10% off for Canada price pages in pricing section files	Different MSRP Price pages for US and Canada is reason for range of discounts UBT2524, 25 Ton, Tilt Tag, UBF2022, 20 Ton, Fixed Deck UBF2224, 22.5 Ton - Fixed Deck UBF2526, 25 Ton - Fixed Deck
97	Heavy Deck-over 40-50T	( ) Yes ( ) No			
98	Flatbed/Drop-deck 40T	( ) Yes ( ) No			
99	Dump/Transfer Steel	(•) Yes ( ) No	17% off MSRP for US and 12% off for Canada price pages in pricing section files	15% off MSRP for US and 10% off MSRP for Canada price pages in pricing section files	Different MSRP Price pages for US and Canada is reason for range discountsUBD814 - 14' Dump Box, 8 Ton UBD916/UGD916 - 16' Dump Box, 9 Ton, Pintle and Gooseneck UBD1116/UGD1116 - 16' Dump Box, 11 Ton, Pintle and Gooseneck
100	Lowboy/Heavy Haul 55T+	(•) Yes ( ) No	15% off MSRP for US and 12% off for Canada price pages in pricing section files	13% off MSRP for US and 10% off for Canada price pages in pricing section files	Different MSRP Price pages for US and Canada is reason for range discounts C550 models

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 - Pricing.zip - Thursday June 25, 2026 12:06:55
- Financial Strength and Stability - Financial Strength and Stability.zip - Thursday June 25, 2026 12:08:13
- Marketing Plan/Samples - Marketing Plan Samples.zip - Thursday June 25, 2026 11:38:51
- WMBE/MBE/SBE or Related Certificates - Table 5B - Line item 46 to 53 - WMBE-MBE-SBE - Statement of Policy.pdf - Thursday June 25, 2026 11:57:47
- Standard Transaction Document Samples - Transaction documents V.2.zip - Thursday June 25, 2026 14:26:55
- Requested Exceptions (optional)
- Upload Additional Document - Upload Additional Document.zip - Thursday June 25, 2026 11:53:58

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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. - Russell Solomon, US Sales Director, Brandt Industries USA Ltd

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Trailers with Related Equipment and Services_RFP_062526 Thu June 18 2026 01:40 PM	☑	2
Addendum_6_Trailers with Related Equipment and Services_RFP_062526 Wed June 3 2026 08:53 AM	☑	1
Addendum_5_Trailers with Related Equipment and Services_RFP_062526 Tue June 2 2026 08:26 AM	☑	1
Addendum_4_Trailers with Related Equipment and Services_RFP_062526 Thu May 28 2026 02:52 PM	☑	1
Addendum_3_Trailers with Related Equipment and Services_RFP_062526 Thu May 21 2026 08:46 AM	☑	1
Addendum_2_Trailers with Related Equipment and Services_RFP_062526 Wed May 13 2026 10:42 AM	☑	1
Addendum_1_Trailers with Related Equipment and Services_RFP_062526 Fri May 8 2026 01:30 PM	☑	1