



## **Solicitation Number: RFP #030923**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rotochopper, Inc., 217 West Street, St. Martin, MN 56376 (Supplier).

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

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

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

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

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

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

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

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

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

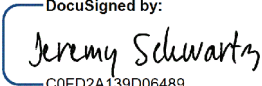
## **22. CANCELLATION**

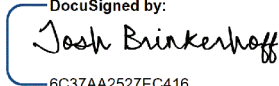
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

Rotochopper, Inc.

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/21/2023 | 3:41 PM CDT  
 \_\_\_\_\_

DocuSigned by:  
  
 6C37AA2527EC416...  
 By: \_\_\_\_\_  
 Tosh Brinkerhoff  
 Title: President/CEO  
 Date: 4/21/2023 | 10:08 AM CDT  
 \_\_\_\_\_

Approved:

DocuSigned by:  
  
 7E42B8F817A64CC...  
 By: \_\_\_\_\_  
 Chad Coauette  
 Title: Executive Director/CEO  
 Date: 4/21/2023 | 3:47 PM CDT  
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# RFP 030923 - Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services

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## Vendor Details

Company Name: Rotochopper Inc.  
Does your company conduct business under any other name? If yes, please state: No  
Address: 217 West Street  
St. Martin, MN 56376  
Contact: Andy Bulson  
Email: abulson@rotochopper.com  
Phone: 320-548-3586  
Fax: 320-548-3372  
HST#: 9166379

## Submission Details

Created On: Friday January 20, 2023 11:01:58  
Submitted On: Thursday March 09, 2023 10:58:25  
Submitted By: Nicole Klein  
Email: nklein@rotochopper.com  
Transaction #: e9747bee-6aaa-42b0-950f-d195b3bd378a  
Submitter's IP Address: 68.169.216.247

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rotochopper, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rotochopper, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rotochopper, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage - 314L7 UEI - WBBSNBA9GBL7
5	Proposer Physical Address:	217 West Street St. Martin, MN 56376
6	Proposer website address (or addresses):	www.rotochopper.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tosh Brinkerhoff President / CEO tbrinkerhoff@rotochopper.com 320-548-3586
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy Bulson Sales Manager abulson@rotochopper.com 320-548-3586
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nicole Klein Marketing Manager nklein@rotochopper.com 320-548-3586

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>For over 30 years, Rotochopper has been an industry leader in manufacturing heavy duty recycling and size reduction equipment. We specialize in profitable, sustainable solutions that transform waste materials into premium products like colored landscape mulch, animal bedding, and compost. The Rotochopper brand began when two companies from different industries joined forces to manufacture a unique piece of recycling equipment to create animal bedding from newspapers. Our co-founders, Fred Peltz and Vince Hundt, established our core values, which continue to define Rotochopper today. Rotochopper's core values are belief in our people, extraordinary customer service, integrity, pride, and caring. These values are evident in how Rotochopper treats our employees, our partners, and most importantly, our customers.</p> <p>An indication of Rotochopper's strong customer relationships and satisfaction is shown in the results of our last customer survey, launched in Q4 of 2022. When asked how likely customers would be to recommend Rotochopper to a friend or colleague, 83% of respondents indicated they would be extremely likely to recommend Rotochopper. This result contributed to an overall 79 Net Promoter Score (NPS), ranking Rotochopper as a top-tier company in customer satisfaction. Additionally, this was an increase in our Net Promoter Score since our last customer survey in 2020, when we scored 73.</p> <p>As an employee-owned (ESOP) company, we are committed to the founding principles and core values that make us leaders in innovation and customer support in the grinding industry. We are committed to remaining right where we started—as a factory-direct manufacturer headquartered in St. Martin, Minnesota, USA. We began with five fabricators in a small machine shop. We continue to grow and create new opportunities for customers around the world, but we remain centered right where we began.</p> <p>Rotochopper is an equipment manufacturer known for innovation, and we believe that sustainability starts with the right philosophy, not just the right technology. We remain committed to supplying solutions that will maximize the value of raw materials by transforming them into premium products as profitably as possible.</p>
11	What are your company's expectations in the event of an award?	<p>Rotochopper's expectations are to work directly with Sourcewell, its members, and future members to provide best-in-class machines, parts, and service. Rotochopper will promote the Sourcewell name and brand internally at sales meetings and employee training events and through all marketing efforts, including but not limited to trade shows, Rotochopper's website, print collateral, and on our social networks.</p> <p>Rotochopper attends 35+ trade shows annually, highlighting our products and services across several different industries. Rotochopper is committed to having Sourcewell collateral along with Sourcewell signage at the trade shows we exhibit. Additionally, Rotochopper is committed to partnering with Sourcewell on trade shows that are not part of the current Rotochopper show list provided it makes business sense for Rotochopper and is agreed upon by both parties.</p> <p>Rotochopper has a strategic marketing plan in place for all marketing and Sourcewell member facing activities, and it is ready to implement upon being awarded a contract with Sourcewell.</p> <p>Rotochopper will ensure that the sales process is a positive experience. Sourcewell members will have a single point of contact, a dedicated Rotochopper sales representative, to help coordinate the sales process and provide consistent updates to Sourcewell members on the status of their orders. Once an order is placed with the sales representative, it goes to the sales manager, who, along with the quality assurance department, reviews the order with each sales representative prior to the job order being released. The sales manager updates the sales representative on a weekly basis on the status of each machine while also being available during normal business hours for up-to-the minute updates on each order.</p> <p>Two weeks prior to the order being completed, Rotochopper's Logistics Manager will contact the Sourcewell member to set up delivery of the machine. At this time, the customer service manager will also arrange the startup and training of the machine. After set-up, the service team will communicate with the Sourcewell member 60–90 days after the initial set-up to review any questions. Rotochopper's world-class service department will ensure that the Sourcewell member is fully trained and confidently operating our machines before we conclude any training or service work.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are including our financial ratios based on our 12/31/22 audited financials. Annually, the company's financials are audited by CliftonLarsonAllen.  See attachment under Financial Strength and Stability for additional information.	*
13	What is your US market share for the solutions that you are proposing?	To measure and monitor market share information on a continuous basis, Rotochopper utilizes AEM (Association of Equipment Manufacturers) sales data reported by participating horizontal grinding manufacturers in the US and Canada.  We are working to establish market share models, data points, and sources for screeners, shredders, and conveyors soon.  Total new horizontal grinder sales from January 2020 through December 2022 for the reporting manufacturers in the US was 632 units. Rotochopper sales accounted for 171 of the 632 units, this equates to 27% of the total sales reported to AEM over the three-year period.	*
14	What is your Canadian market share for the solutions that you are proposing?	Rotochopper utilizes AEM (Association of Equipment Manufacturers) sales data reported horizontal grinding manufacturers in the US and Canada.  Total new horizontal grinder sales from January 2020 through December 2022 for the reporting manufacturers in Canada was 38 units. Rotochopper sales accounted for 10 of the 38 units, this equates to 26% of the total sales reported to AEM.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Rotochopper has never filed for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Rotochopper is described as a Manufacturer and Service Provider.  Rotochopper is a factory direct manufacturer and service center for the entire line of Rotochopper equipment. The Rotochopper sales force exclusively sells Rotochopper equipment. In North America, we have 23 sales representatives, who have an average tenure of 12 years as a dedicated Rotochopper Sales Representative.  Our factory direct service team includes 19 Rotochopper employees, with an average tenure of 8 years. Our service team provides service and support for all Rotochopper equipment in North America.  As an employee-owned (ESOP) company, Rotochopper has a unique commitment to excellence, innovation, and customer success. Employee ownership means much more than a financial stake in the Rotochopper brand. It means an ownership stake in the technology, quality, and service we deliver. Employee ownership means we are committed to exceptional quality and value in everything we do.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rotochopper is a CAT (Caterpillar engines) authorized service dealer.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rotochopper has had no suspension or disbarment claims.	*



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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Rotochopper was awarded patent (#0346895A1) for our 3 Tab Teeth in November 2021. Rotochopper was named the Manufacturer of the Year in 2019 by Central Minnesota Manufacturers Association (CMMA). This award recognizes and appreciates member excellence, and the extraordinary investments, services, and contributions companies make to the overall goals of the organization.
20	What percentage of your sales are to the governmental sector in the past three years	The percentage of sales to the government sector are as follows: 2020 – 5.5% 2021 – 3.7% 2022 – 7.1%
21	What percentage of your sales are to the education sector in the past three years	The percentage of sales to the education sector are as follows: 2020 – 0% 2021 – 0% 2022 – 0%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - Contract # GS-30F-004DA 2020 - \$0 2021 - \$0 2022 - \$796,476
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA - Contract # GS-30F-004DA 2020 - \$0 2021 - \$0 2022 - \$796,476

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Redding, WA	Michael Deedon mdeedon@cityofredding.org	530-224-6206
Emerald Coast Utilities Authority	Michael Lawler Michael.lawler@ecua.fl.gov	850-689-4682
City of Norman, OK	Bret Scovill bret.scovill@normanok.gov	405-434-3373

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Lancaster, SC	Government	South Carolina - SC	New machine sale	\$514,115	\$514,115
City of Norman, OK	Government	Oklahoma - OK	New machine sale	\$796,476	\$796,476
City of Roswell, NM	Government	New Mexico - NM	New machine sale	\$638,000	\$638,000
USDA	Government	Minnesota - MN	4 new machine sales	\$577,999 \$647,911 \$647,911 \$647,911	\$2,521,732
Yavapai County	Government	Arizona - AZ	New machine sale	\$976,580	\$976,580

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Rotochopper is a factory-direct sales organization. Rotochopper has 23 dedicated team members divided into regional territories throughout North America that are responsible for all Rotochopper equipment. This provides unmatched personnel expertise in the grinding, shredding, and screening industries. Rotochopper's factory-direct model provides customers with a unique product and industry focus as well as centralized management, oversight, and communications. This structure ensures that our sales team is consistent throughout North America, particularly as it relates to compliance, contracts, and pricing for Sourcewell members. A Rotochopper sales representative provides an expert knowledge base which allows our customers to tap into their knowledge about feedstock, industry trends, and service issues.</p> <p>Rotochopper sales representatives work closely with the Rotochopper service team to ensure alignment and clear communication to customers around demonstrations, machine deliveries and set ups, and any maintenance topics that may arise.</p> <p>Rotochopper has recently added the strategic role of VP of Customer Experience to our team. This role oversees both the sales and service teams, with the goal of streamlining and maintaining clear, consistent, and efficient alignment for our customers.</p> <p>See the Sales Territory Map under Additional Documents for additional information.</p>
27	Dealer network or other distribution methods.	<p>Rotochopper does not utilize a dealer network. We utilize a partner in Quebec, Canada, to assist with language barriers.</p>
28	Service force.	<p>Rotochopper's factory-direct service team includes 19 Rotochopper employees, located throughout North America, who are responsible for service and support of all Rotochopper equipment. Rotochopper's service technicians are home based in each of our customer territories to best serve our customer base. Each service technician is outfitted with a Freightliner M2-106 Class 7 service truck. These trucks are equipped with a 12,000 lb. crane, a Miller ENPAK A60 welder, and over 20,000 parts, allowing our service technicians to efficiently and effectively service Rotochopper customers.</p> <p>Rotochopper service technicians are factory trained and return to the factory on a continuous basis to ensure alignment and up to date training on new equipment, updated processes, and the latest technology. The Rotochopper customer support team works to ensure our customers are prepared to perform routine daily maintenance on their equipment through set up training. In addition to set up training, we are committed to providing our customers with the tools to help them safely and efficiently operate their machines. We will continue to help maximize Sourcewell members investments by providing expert guidance and unparalleled service.</p> <p>Rotochopper service technicians work closely with the Rotochopper sales team to ensure alignment and clear communication to customers around demonstrations, machine deliveries and set ups, and any maintenance topics that may arise.</p> <p>See the Service Team Map under Additional Documents for additional information.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>All orders submitted to Rotochopper will be handled by our factory-direct team, who work exclusively with Rotochopper products. Rotochopper will have price lists and quoting templates specific to Sourcewell members. Orders are processed directly through Rotochopper's internal team, including the Account Manager, Sales Manager, Quality Assurance Director, Production Manager, and Engineering staff. The ordering process for Sourcewell members will be as follows:</p> <ol style="list-style-type: none"> <li>1. Sourcewell members will contact Rotochopper directly to place any orders. If the entity is not a Sourcewell member, Rotochopper will assist with membership application and/or information.</li> <li>2. The sales representative will work with the Sourcewell member to determine the members' equipment needs and budget, and to provide solution recommendations.</li> <li>3. Rotochopper will create a quote for Sourcewell member based on determined solution.</li> <li>4. Quote is reviewed and approved by Rotochopper and Sourcewell member. Working directly with Rotochopper for quotes and pricing ensures compliance and consistency in maintaining Sourcewell contract specifications.</li> <li>5. Once payment or financing is established, the order is accepted by Rotochopper.</li> <li>6. The order is reviewed with Quality Assurance, Sales Manager, Engineering, Production, and Sales Representative for final sign off.</li> <li>7. A sales order is created, providing an estimated completion date which is communicated with the Sourcewell member.</li> <li>8. Upon completion of equipment, Rotochopper will provide a final invoice to Sourcewell member.</li> <li>9. Rotochopper's service and logistics team works with Sourcewell member to set up delivery and training schedule.</li> <li>10. Internally, Rotochopper's Sales Manager will add the machine sale to the quarterly Sourcewell report.</li> <li>11. Rotochopper will submit a quarterly report to Sourcewell along with any payments due.</li> </ol>
<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>As a factory-direct company, Rotochopper is focused on the success of each customer through our experienced, dedicated customer support team. Rotochopper has several programs to provide extraordinary customer support to our customers, including our Preventative Maintenance Program, RotoLink® Remote Monitoring System, StopWatch system, Rotochopper University, and on-going factory direct support.</p> <p>Rotochopper's factory-direct service team is available for support during regular business hours (7:00am to 5:30pm CST) for parts ordering, service visit scheduling, and troubleshooting. Phones and email are monitored continuously after hours.</p> <p>Our Preventative Maintenance Program provides a service technician that will visit a customer's work site to ensure their grinder is in proper condition and operators are maximizing its performance with best practices. To assist our customers in keeping their equipment operating economically, at peak performance, reduce downtime, and increase equipment life, we offer preventative maintenance programs as an individual visit or customers can contract a series of visits for greater value. The frequency of the visits is determined based on hours of equipment operation.</p> <p>RotoLink® is another preventive maintenance tool. Rotochopper's remote monitoring system, RotoLink, allows customers to troubleshoot with customer support in real-time, predict maintenance needs, and reduce downtime. By tracking and fine-tuning machine operating parameters, users consistently get the results they need, at the lowest operating costs. Multiple users can work together through a live connection on mobile devices or computers to monitor and adjust critical settings from anywhere in the world. RotoLink can be used to monitor maintenance life, vibration and bearing temperature, engine data, and production data. Operators can match grinder settings to a new feedstock without leaving their loader cab, and production costs can be analyzed with weekly or monthly machine health reports.</p> <p>Rotochopper's StopWatch grinder monitoring system helps maximize uptime productivity by reducing damage from rotor impacts with un-grindable objects. The StopWatch system monitors rotor vibration to reduce damage from severe impacts with un-grindable objects, rotor imbalance, and other causes of damaging vibration. If an un-grindable object enters the grinding chamber, the StopWatch will sense the increase in vibration and instantly stop and reverse the infeed conveyor. By reversing the infeed conveyor, the StopWatch system lowers the chance of the rotor repeatedly striking the tramp object. Once the StopWatch is triggered, the infeed will remain stopped, allowing the operator to ensure the grinder is in proper condition before resuming operation.</p> <p>Please find sell sheets for RotoLink® and Rotochopper's Preventative Maintenance Program under Marketing Plans and Samples.</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Rotochopper offers a factory-direct customer support team that provides world-class service and expert guidance, both on-site and by contacting our team directly. We pride ourselves on the ability of Rotochopper customers to call, email, or connect directly with our team of factory-trained service personnel. When Sourcewell members connect with the Rotochopper service team, they will be connecting with individuals that fully understand their equipment and the questions they may have.</p> <p>Earlier, we shared Rotochopper's NPS score. This score is a direct reflection of the service and support our customers have received over the past 30 years and will continue to receive well into the future. A core value of our team is "to keep our customers happy." This will remain a priority and focus as we work with the Sourcewell members across North America. We are excited for the opportunity to share the value of Rotochopper service with your members.</p> <p>Rotochopper provides sales and service in all 50 states and Canada. In addition, Rotochopper has no limitations on servicing all Sourcewell members and future members in the US and Canada.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rotochopper is currently selling and servicing Canadian customers and will be able to seamlessly provide products and services to Canadian Sourcewell members and future members as well.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is no geographic areas of the United States or Canada that we will not be fully serving through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Rotochopper is currently selling and servicing US and Canadian customers in the private, government, educational, and non-profit sectors today and we be able to seamlessly provide sales and service to a new Sourcewell member in the US and Canada.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Rotochopper has no specific requirements or restrictions that would apply to Hawaii and Alaska or any US Territories. Ocean freight will be quoted at the time of quote.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Rotochopper's marketing strategy for promoting this contract opportunity is comprehensive and will include a wide variety of channels and tactics. The overall marketing strategy objectives are to support strong relationships between Rotochopper sales representatives and Sourcewell members and to share the value of the Sourcewell contract with as many members and potential members as possible. To meet these objectives, Rotochopper will bring marketing of the Sourcewell contract in line with the current marketing strategies we execute. This includes tactics such as – website promotion by creating a web page on the Rotochopper website dedicated to Sourcewell and the benefits of the program (with a direct link back to the Sourcewell contract), press release distribution with information about the contract and benefits of the partnership, promotion of the contract through social media platforms, SEM/SEO tactics, and inclusion of the Sourcewell logo/contract annotation on various collateral pieces, including but not limited to email communications, tradeshow displays, print media, marketing brochures, and sell sheets.</p> <p>Please find Rotochopper's 2023 Marketing Plan, a Sourcewell specific marketing plan, and samples of our equipment brochures and marketing collateral under Marketing Plans and Samples.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Currently, digital marketing strategies are an integral part of Rotochopper's overall marketing plan. Specific digital capabilities and tactics will also be utilized to enhance the marketing efforts when promoting the Sourcewell contract. Rotochopper currently maintains a robust social media presence on multiple platforms. Sourcewell contract content and relevant member information will be added to Rotochopper's social media calendar. Rotochopper's social platforms are also used for customer interactions and communications and partner highlights/features. These tactics will continue for Sourcewell, Sourcewell members, and future members. Relevant content on the Rotochopper website will be tagged with the appropriate metadata to ensure optimal searchability. Rotochopper currently maintains a comprehensive SEO/SEM strategy, which would be expanded to include Sourcewell and specific campaigns related to contract details to optimize these efforts.</p> <p>Rotochopper's digital marketing campaigns are also outlined in Rotochopper's 2023 Marketing Plan, which is attached under Marketing Plans and Samples.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Rotochopper assumes Sourcewell will support a contract by providing information about Rotochopper's products and services to Sourcewell member inquiries as they pertain to the items outlined in this RFP. Inclusion of Rotochopper company and contact information in the Sourcewell directory, on the Sourcewell website, and at relevant tradeshow would be requested.</p> <p>Rotochopper would also be willing to market directly to relevant Sourcewell members. If a list of Sourcewell members for the products and services outlined in this RFP is available and could be provided to Rotochopper, we would add these contacts to any marketing campaigns we launch specific to this audience.</p> <p>The integration of a Sourcewell-awarded contract will include various internal training components for the Rotochopper team. This would include training on a standard routing protocol for any inquiries from Sourcewell or Sourcewell members. Rotochopper's sales team will be trained to ensure they engage any prospect in a conversation about Sourcewell to determine if they are a member or to provide member benefit information. If a prospect is eligible, Rotochopper will provide them with marketing materials that explain the benefits of the contract and directions on how to obtain additional information from Sourcewell.</p> <p>Rotochopper will provide a dedicated account manager for all Sourcewell leads, inquiries, and sales. All Sourcewell sales will be routed through our sales process as described in question 29. Having a single point of contact is paramount in ensuring a seamless process for Sourcewell and Sourcewell members.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Rotochopper currently does not have e-procurement ordering processes available. Our factory-direct team of sales representatives and service technicians are consistently available for any inquiries or orders from Sourcewell members.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Rotochopper would offer several training opportunities to Sourcewell participating entities.</p> <p>Rotochopper offers set-up and training, which includes on-site operator and safety training and maintenance review, with a factory trained service technician as a standard component with any new equipment purchase. (Set-up and training are available for conveyors as a paid option.)</p> <p>Rotochopper provides a follow up visit, which includes operator and safety training and maintenance review, approximately 60-90 days after initial setup. This will be performed by a factory trained service technician.</p> <p>Rotochopper University is hosted at the factory in St. Martin, MN annually. Rotochopper University is a two-day event that will provide operators and owners with additional skills and training for operating and maintaining your Rotochopper equipment. Learn best practices and real-world training directly from our factory trained team – with the goal of attaining maximum production time and less downtime for your equipment. There is currently no cost for the class except for transportation to and from the factory.</p> <p>See the Rotochopper University Event Flyer under Additional Documents for additional information.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>RotoLink® is a preventative maintenance tool offered on select Rotochopper equipment models. The RotoLink remote monitoring system allows users to troubleshoot with customer support in real-time, predict maintenance needs, and reduce downtime. By tracking and fine-tuning user operation parameters, users can consistently get the results they need while maintaining the lowest operating costs.</p> <p>RotoLink provides monitoring capabilities anytime and from anywhere. Owners and operators can use this information to manage and predict maintenance needs, monitor key performance indicators, and fine tune operating parameters. In addition, customized alerts based on specified data point triggers can be sent to assigned recipients with varying frequency. Full data reporting is provided utilizing the information captured through RotoLink on a weekly and monthly basis.</p> <p>The Live View option within RotoLink allows Rotochopper sales technicians, equipment owners, maintenance personnel, and operators to view identical live view data from the machine display. This allows service technicians to monitor machine performance or work directly with owners and operators in the field to troubleshoot an issue. The addition and use of RotoLink on Rotochopper equipment reduces downtime, minimizes service visits, and maximizes production potential.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Rotochopper has a signed contract with Cedar Creek Energy to install a 750-kilowatt solar field at our St. Martin location, pending approval by Xcel Energy, with anticipated installation in 2023.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All of our equipment adheres to the emissions standards set forth by the EPA (Environmental Protection Agency).	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rotochopper is currently classified as a Small Business Entity.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Rotochopper is a factory-direct manufacturer with dedicated sales and service team members who sell and service Rotochopper equipment exclusively. As a factory direct company, Rotochopper will provide a single point of contact for Sourcewell, its members, and future members, who will efficiently direct them to the proper sales or service representative throughout the US and Canada. This single contact and consistent management of the Sourcewell contract and member relations provide unique oversight and control of the Sourcewell agreement and pricing parameters.</p> <p>In addition, the unique industry experience and expertise of Rotochopper sales representatives, paired with support from our onsite teams of engineers, research and development employees, and production staff, will provide the equipment and solution recommendations that fit Sourcewell members best. Fully understanding the goals of our customers allows our team to provide the insight and recommendations to match any equipment options to their unique needs. Options such as engine size, screen size, teeth configurations, and conveyor options will be reviewed to ensure we are in alignment with Sourcewell member goals while also maintaining high production and low operating costs.</p> <p>Rotochopper also brings a unique benefit in the form of the Rotochopper employees holistically. Even though Sourcewell members will typically be in contact with select Rotochopper employees (the Sourcewell account manager, their dedicated sales representative, and a service technician), their transactions and interactions will be backed by the support of the entire Rotochopper team. As an ESOP company, Rotochopper employees have a unique commitment to excellence, innovation, and customer success. Our team understands that our success is measured by the success of Rotochopper owners. We are proud to build, offer, and support Rotochopper equipment.</p> <p>Rotochopper's distinct position of having industry focus and a factory-direct approach while also offering a variety of products that can serve the needs of Sourcewell members provides a unique attribute.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>Rotochopper offers a twelve-month warranty from the date of delivery to initial user or 2,000 hours of use, whichever occurs first, covering any defect in material or workmanship. Extended warranty options are available.</p> <p>This limited warranty covers parts only with the following exceptions: Engine and/or primary electric motor problems are excluded from this limited warranty and should be directed to the nearest OEM dealer. Tires, teeth, feeder pans, screens, drive chains, belts and hoses will be subject to inspection to determine the cause of failure. If failure is caused by normal wear, abuse, accident, or inappropriate application or operation the expense of replacement will be incurred by the owner. Normal wear and tear, as well as failure of these parts from contaminated material and/or operator error is specifically excluded from this limited warranty. All failed or defective parts must be immediately returned to Rotochopper or made available for inspection to receive warranty consideration. Warranty claims shall be accepted only upon proof of proper maintenance including submission of daily service log if requested.</p> <p>Replacement parts provided under the terms of this limited warranty are warranted for the remainder of the original warranty period, as if such parts were original components of that product. Rotochopper, Inc. will not be liable for delays due to availability of parts or time necessary to perform required repairs. The use of parts during the warranty period not supplied by Rotochopper, Inc. is a violation of this limited warranty. Under no circumstances will Rotochopper, Inc.'s responsibility under this limited warranty include any transportation charges, duties, taxes, freight, or labor cost other than those incurred by Rotochopper, Inc. and/or any authorized Rotochopper, Inc. dealer. Rotochopper, Inc. will either replace or credit parts under this warranty F.O.B., St. Martin, Minnesota. No warranty claims of any kind will be paid under any circumstances unless pre-authorized in writing by Rotochopper, Inc.</p> <p>Any improper use, negligent operation, or abuse of the Rotochopper, including operation after discovery of defective or worn part(s), operation with improper fuel or oil, operation contrary to Rotochopper, Inc. operating and maintenance instructions, or substitution of parts not approved by Rotochopper, Inc. shall void this limited warranty. Any alteration or repair to the Rotochopper by others in such manner as in Rotochopper, Inc.'s judgment affects the product materially and adversely, shall void this limited warranty. This entire warranty shall be void if repairs to the Rotochopper incorporate replacement parts not supplied by Rotochopper, Inc. or parts not approved in writing by Rotochopper, Inc. for use in the Rotochopper.</p> <p>Rotochopper, Inc. reserves the right to amend any specification, make design changes without notice and without obligation and make changes to goods, parts, or product previously manufactured.</p> <p>The process for filing a warranty claim and who to contact for warranty information is included below. The warranty process will be handled by Rotochopper's factory-direct service team, providing consistency and clarity for Sourcewell members.</p> <ol style="list-style-type: none"> <li>1. To start a warranty claim, the Sourcewell member can contact Rotochopper's customer service team directly.</li> <li>2. The details of the claim and machine warranty will be reviewed and verified by Rotochopper's team.</li> <li>3. If warranty requirements are met, any replacement parts will be sent to the customer.</li> <li>4. Rotochopper's warranties do not cover the expense of service technicians labor, travel, or mileage; however, Rotochopper will assess each warranty claim on a case-by-case basis for labor, travel time, and mileage charges.</li> </ol> <p>See Rotochopper's Standard 12 Month Warranty under Warranty Information for additional information.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our standard warranty covers manufacturer defects only. Items such as wear parts, abuse, or operator neglect are not covered by Rotochopper's warranty.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Rotochopper's warranties do not cover the expense of service technicians travel or mileage; however, Rotochopper will assess each warranty claim on a case-by-case basis for travel time and mileage charges.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Rotochopper provides warranty service to all of North America. Sourcewell members will receive the same level of service and warranty repair regardless of geographic location.	*

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Rotochopper equipment is covered by our standard 12-month warranty.	*
51	What are your proposed exchange and return programs and policies?	Standard Rotochopper stocked parts are returnable for exchange or credit, which may include a 15% restocking fee in addition to shipping charges. Any non-stocked Rotochopper part is not returnable.	*
52	Describe any service contract options for the items included in your proposal.	<p>The following additional service items can be purchased:</p> <ul style="list-style-type: none"> <li>Preventative Maintenance inspection packages can be purchased in quarterly, biannually, or annual intervals.</li> <li>Extended warranty options are available.</li> </ul> <p>The following service items are included in the purchase price of the machine:</p> <ul style="list-style-type: none"> <li>Rotochopper offers set-up and training, which includes on-site operator and safety training and maintenance review, with a factory-trained service technician as a standard component with any new equipment purchase. (Set-up and training are available for conveyors as a paid option.)</li> <li>Rotochopper provides a follow up visit, which includes operator and safety training and maintenance review, approximately 60-90 days after initial setup. This will be performed by a factory-trained service technician.</li> </ul>	*

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Rotochopper's payment terms are net 30 for machines, parts, and service.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Rotochopper promotes several leasing and financing options which are available through but not limited to: US Bank, Wells Fargo, Northland Capital, and National Cooperative Leasing (NCL). National Cooperative Leasing (NCL) is a current Sourcewell financing contract holder (# 011620-NCL).</p> <p>Please find the National Cooperative Leasing Flyer and US Bank Deferred Financing Flyer under Additional Documents for additional information.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Transactional documents that will be utilized for Sourcewell members include a customized quote, sales invoice, and delivery checklist.</p> <p>Please find sample documents under Standard Transaction Document Samples.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Rotochopper accepts all major credit cards for parts orders. Additional processing fees may apply. Rotochopper will notify Sourcewell members of any additional fees prior to executing an order.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>An electronic copy of our price list for all equipment is included under the Pricing attachment section. The price list includes individual price lists for each model offered in this proposal. The model price lists show the standard items included for each model as well as any optional items for customers to choose from. The price lists show the MSRP list price for all equipment and options, as well as the Sourcewell member price.</p> <p>Delivery is a separate line item on the price list and is not included in any discount. Delivery charges will be calculated and included in any quote presented to a Sourcewell member using the delivery calculator on the price sheet.</p>	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Rotochopper is offering a discount of up to 6% off the MSRP list price for Sourcewell members, depending on the product category (refer to the price list).  A few considerations that are important to note. As a factory-direct company, Rotochopper sets, manages, and maintains a universal price list that is utilized consistently across North America. Additionally, Rotochopper's price list is not inflated for discounting purposes. The model that we use for determining list prices remains consistent and follows a standard process that we have utilized for many years.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Rotochopper will consider quantity and/or volume discounts on a case-by-case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If an order or quote would require an open market or nonstandard listed option, Rotochopper would supply a price for the item to the Sourcewell member for approval.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There are no additional or hidden costs that have not been defined.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	On any new machine order, delivery is calculated using the delivery calculator provided in the price list. Each piece of equipment has its own price per mile based on size and weight. The delivery charge is calculated based on miles from St. Martin, MN, to the final delivery destination. There is no discount for delivery charges.  On part orders, shipping costs are pass through charges. Shipping costs will depend on the weight and size of the shipment. UPS is the standard shipping company for any shipments weighing less than 150 lbs. Freight truck shipments will be quoted by Rotochopper using one of the following providers: Fed-Ex Freight, USF Holland, EPO, and XPO Logistics.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Alaska and Canada would follow the same process as the continental US. On a new machine order, delivery is calculated using the delivery calculator provided in the price list. Each piece of equipment has its own price per mile associated with it. The delivery charge is calculated based on miles from St. Martin, MN, to the final delivery destination. There is no discount for delivery charges. On part orders, shipping costs are pass through charges. Shipping costs will depend on the weight and size of the shipment. UPS is the standard shipping company for any shipments weighing less than 150 lbs. Freight truck shipments will be quoted by Rotochopper using one of the following providers: Fed-Ex Freight, USF Holland, EPO, and XPO Logistics.  Pricing for any offshore or Hawaii delivery will be provided at the time of quoting. Before any order is placed the Sourcewell member would have to approve the quoted price.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Rotochopper owns a fleet of semis, trailers, and delivery equipment in addition to employing a dedicated team of experienced logistics personnel. This allows Rotochopper to have a consistent and, in many cases, more affordable option for equipment delivery for our customers and provides a superior delivery experience compared to utilizing a third-party freight company. Rotochopper's investment in our logistics offering provides a unique service to our customers.	*

Table 12: Pricing Offered

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our plan would be to create a detailed and reliable system to ensure that we are always in compliance with our Sourcewell contract. Rotochopper will provide a dedicated account manager to ensure compliance with our Sourcewell contract. Processes such as quote reviews, quarterly reporting, and contract evaluations will be managed and maintained by the account manager. All Sourcewell orders will be overseen and reviewed by the account manager and the Quality Assurance manager to ensure timely delivery and accurate reporting to Sourcewell.</p> <p>The account manager, along with a dedicated administrative assistant as a backup, will file quarterly reports of the sales obtained by Rotochopper and submit any administrative fees to our internal accounting team for processing. These payments will be reviewed and approved by our VP of Finance before mailing. We are committed to compliance with and fulfillment of all contract requirements.</p> <p>Additionally, Rotochopper's implementation and use of an updated ERP system since 2021 will support consistent and compliant management and tracking capabilities of any Sourcewell member transactions. Internal management of these transactions and subsequent reporting will utilize this platform and the checks and balances that it provides.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Ensuring a successful experience and partnership for all the parties involved – Rotochopper, Sourcewell and Sourcewell members – is imperative to Rotochopper. We will internally track various metrics to monitor the success of this initiative. These metrics will fall into three main categories – (1) engagement: measuring website traffic, email metrics, search volume, social engagement, tradeshow engagement and leads, inquiries; (2) opportunities: quotes provided, orders obtained, opportunities lost; and (3) repeat business: additional opportunities with the same Sourcewell members. Metrics such as website visits, email engagement, and customer inquiries will be used to measure overall success but will also be utilized to determine areas that can be optimized for greater reach and opportunity potential. These metrics will be monitored and evaluated on a monthly basis by Rotochopper's marketing team. An overall sales activity report will be provided to Sourcewell on a quarterly basis, per the Sourcewell contract terms.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Rotochopper is proposing a 1% administrative fee to be paid to Sourcewell on a quarterly basis, upon receipt of full payment remittance to Rotochopper by Sourcewell member.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Rotochopper designs, builds, and supports a complete lineup of horizontal grinders, wood chip processors, asphalt shingle grinders, mobile bagging systems, and a variety of supporting equipment, including shredders, screening equipment, and conveyors. We also offer a complete after-sales program, including access to our factory-direct service technicians for parts ordering and support, preventative maintenance programs, service visit scheduling, and training classes to support Rotochopper customers across North America and the world.</p> <p>Rotochopper grinding equipment transforms raw materials like pallet scrap, sawmill residuals, sorted construction and demolition debris, and forestry slash into premium wood fiber products such as color-enhanced landscape mulch, animal bedding, biomass fuel, and compost.</p> <p>Our diesel grinders are perfect for Sourcewell members who need mobility, while our electric grinders suit stationary Sourcewell members with access to three-phase power. Both diesel and electric horizontal grinders deliver the required particle size, texture, and even color. Rotochopper offers several models of diesel and electric grinders ranging from 150 to 1200 hp with a variety of options available depending on the specifications needed.</p> <p>With maximum output and full mobility, Rotochopper's DK series shredders offer both efficiency and effectiveness. The twin-rotor cutting system minimizes the cost of converting abrasive materials and those with metal contaminants into valuable commodities, like biomass fuel, compost, and mulch.</p> <p>Our screening machines, the MT series trommel screens and TS series deck screeners, are designed to provide operators with the most effective way to sort material and meet the size demands of their industry. Our unique range of screening equipment can sort, grade, and separate materials into different sizes and grades for post-processing or disposal, allowing Sourcewell members to utilize waste products even more efficiently.</p> <p>Rotochopper offers conveyor systems that drive down the expenses, while increasing efficiency. Conveyors, like our radial stacking conveyors, allow for efficient material stockpiling that cuts out unnecessary material handling. By streamlining your process, eliminating extra labor costs, and reducing the amount of equipment on site, your work environment becomes safer.</p> <p>Rotochopper has also developed solutions for specialized recycling applications, including purpose-built grinders for asphalt shingle waste and wood chip processors for tree care waste. The company also offers mobile bagging equipment that can be towed by pickup truck, fine grinding systems, and trailer loading auger systems to streamline processes.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>Horizontal Grinders <ul style="list-style-type: none"> <li>Diesel Grinders</li> <li>Electric Grinders</li> </ul> </li> <li>Shredders <ul style="list-style-type: none"> <li>Diesel Grinders</li> <li>Electric Grinders</li> </ul> </li> <li>Screening Equipment <ul style="list-style-type: none"> <li>Trommel Screens</li> <li>Deck Screeners</li> </ul> </li> <li>Conveyors <ul style="list-style-type: none"> <li>Screener Conveyor</li> </ul> </li> <li>Stationary Conveyors <ul style="list-style-type: none"> <li>Stacking Conveyors</li> <li>Radial Stacking Conveyors</li> </ul> </li> <li>Supporting Equipment <ul style="list-style-type: none"> <li>Wood Chip Processor</li> <li>Portable Bagging Unit</li> <li>Trailer Loading Auger System</li> <li>RMT Hammermill Units</li> </ul> </li> <li>Services <ul style="list-style-type: none"> <li>Factory Direct Service Team</li> <li>Preventative Maintenance Programs</li> <li>RotoLink Remote Monitoring System</li> </ul> </li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments
71	Tub grinders, horizontal grinders, enclosed grinders, and solid waste grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Whole tree chippers and shredders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Stacking and separating conveyors	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Trommel screens	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Rubber tire shredding equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Compost turners	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Related equipment, accessories, supplies, technology, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed in Line Items 71 - 76 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Yes, Rotochopper offers the following related equipment: Go-Bagger 250 Mobile Bagging Unit CP-118 Wood Chip Processor RMT Hammermill Fine Grinding Equipment TS 124 and TS 165 Deck Screeners for three fraction screening and separating *

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
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78	Describe any key designs, processes or innovations that promote or enhance the safety, reduce down-time and simplify the operation of your equipment.	<p>At Rotochopper, we pride ourselves on our continuous innovation and commitment to customer success and safety. We lead the industry in innovation, developing several industry firsts, patented features, and unique machines. Rotochopper equipment is known for its reliability, durability, and for the service and support offered before, during, and after the sale.</p> <p>Rotochopper offers electric powered equipment and can provide installation assistance to customers with any electric powered solutions. Rotochopper soft start electrical control panels are Underwriters Laboratories (UL) certified. The Underwriter's Laboratories is a world leader in product safety testing and certification.</p> <p>Rotochopper's patented screen change system makes it quick and easy to install and switch screens at ground level—with no need for overhead lifting equipment, fasteners, or special tools. The system promotes safety, reduces downtime, and simplifies the operation of Rotochopper equipment.</p> <p>Rotochopper's StopWatch grinder monitoring system helps maximize uptime productivity by reducing damage from rotor impacts with un-grindable objects. The StopWatch system monitors rotor vibration to reduce damage from severe impacts with un-grindable objects, rotor imbalance, and other causes of damaging vibration. If an un-grindable object enters the grinding chamber, the StopWatch will sense the increase in vibration and instantly stop and reverse the infeed conveyor. By reversing the infeed conveyor, the StopWatch system lowers the chance of the rotor repeatedly striking the tramp object. Once the StopWatch is triggered, the infeed will remain stopped, allowing the operator to ensure the grinder is in proper condition before resuming operation.</p> <p>Rotochopper's remote monitoring system, RotoLink, allows customers to troubleshoot with customer support in real-time, predict maintenance needs and reduce downtime. By tracking and fine-tuning machine operating parameters, users consistently get the results they need, at the lowest operating costs. Multiple users can work together through live connection on mobile devices or computers to monitor and adjust critical settings from anywhere in the world. RotoLink can be used to monitor maintenance life, vibration and bearing temperature, engine data, and production data. Operators can match grinder settings to a new feedstock without leaving their loader cab, and production costs can be analyzed with weekly or monthly machine health reports. Most Rotochopper equipment has RotoLink as a selectable option.</p>
79	Describe any service programs and products that are unique in the marketplace that you or your dealer network offer.	<p>In addition to the overall benefits of our factory-direct service model, which is unique to the industry, we have a few specific service programs and offerings that will also add value to Sourcwell members.</p> <p>Our Preventative Maintenance Program provides a service technician that will visit a customer's work site to ensure their grinder is in proper condition and operators are maximizing its performance with best practices. To assist our customers in keeping their equipment operating economically, at peak performance, reduce downtime, and increase equipment life, we offer preventative maintenance programs as an individual visit or customers can contract a series of visits for greater value. The frequency of the visits is determined based on hours of equipment operation.</p> <p>Rotochopper's remote monitoring system, RotoLink, allows customers to troubleshoot with customer support in real-time, predict maintenance needs, and reduce downtime. By tracking and fine-tuning machine operating parameters, users consistently get the results they need, at the lowest operating costs. Multiple users can work together through a live connection on mobile devices or computers to monitor and adjust critical settings from anywhere in the world. RotoLink can be used to monitor maintenance life, vibration and bearing temperature, engine data and production data. Operators can match grinder settings to a new feedstock without leaving their loader cab, and production costs can be analyzed with weekly or monthly machine health reports. Most Rotochopper equipment has RotoLink as a selectable option.</p> <p>Rotochopper University is hosted at the factory in St. Martin, MN annually. Rotochopper University is a two-day event that will provide operators and owners with additional skills and training for operating and maintaining your Rotochopper equipment. Learn best practices and real-world training directly from our factory trained team – with the goal of attaining maximum production time and less downtime for your equipment. There is currently no cost for the class except for transportation to and from the factory.</p> <p>Rotochopper also maintains and develops a variety of service collateral and training content. This includes blog posts, social media posts, and instructional content. Additionally, service training videos are continuously produced and distributed to all Rotochopper customers to support equipment uptime, train new operators, and share updated information. These videos and service content are posted on the Rotochopper website under the Rotochopper University section and YouTube channel for access at any time.</p>

80	Describe the various types of configurations your equipment can be supplied in such as tracked, wheeled, electric, etc.	Horizontal grinders with diesel powered units are tracked or wheeled. Horizontal grinders with electric options are stationary or mobile. Trommel screeners are tracked. Deck screeners are tracked. Shredders are tracked if diesel or stationery when electric.
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### Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 81. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

### Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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](#) - Rotochopper - Price List - Sourcewell.pdf - Wednesday March 08, 2023 13:39:17
  - [Financial Strength and Stability](#) - Rotochopper - Financial Strength and Stability.zip - Wednesday March 08, 2023 13:37:53
  - [Marketing Plan/Samples](#) - Rotochopper - Marketing Plans and Samples.zip - Wednesday March 08, 2023 13:40:46
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Rotochopper - Warranty Information.zip - Wednesday March 08, 2023 13:43:01
  - [Standard Transaction Document Samples](#) - Rotochopper - Standard Transaction Document Samples.zip - Wednesday March 08, 2023 13:43:36
  - [Upload Additional Document](#) - Rotochopper - Additional Documents.zip - Wednesday March 08, 2023 14:03:28



## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

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