



Solicitation Number: RFP #092922

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Talbert Manufacturing, Inc., 1628 W. State Road 114, Rensselaer, IN 47978 (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 Trailers with Related Equipment, Accessories, 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 December 20, 2026, 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.

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

- Identify the applicable Sourcewell 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

Talbert Manufacturing, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/15/2022 | 12:14 PM CST

DocuSigned by:
Troy Geisler
By: A26F4DE5543045D...
Troy Geisler
Title: VP Sales
Date: 1/4/2023 | 12:52 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 1/4/2023 | 12:53 PM CST

RFP 092922 - Trailers with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Talbert Manufacturing, Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 1628 W State Road 114
Rensselaer, Indiana 47978
Contact: Troy Geisler
Email: tgeisler@talbertmfg.com
Phone: 219-866-7141 231
Fax: 219-866-7060
HST#: 35-1006959

Submission Details

Created On: Monday August 15, 2022 13:18:57
Submitted On: Thursday September 29, 2022 14:30:09
Submitted By: Troy Geisler
Email: tgeisler@talbertmfg.com
Transaction #: 4f7b7979-5fcb-475c-bc3c-fb098d38f88c
Submitter's IP Address: 66.11.111.248

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Talbert Manufacturing, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | N/A as there is no subsidiary for Talbert Manufacturing, Inc. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | N/A as there is no assumed names or DBA names for Talbert Manufacturing, Inc. |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | CAGE: 18634 Tax Identification Number: 351006959 US DOT (NHTSA) Vehicle Manufacturer's Identification Number: "40F" DUNS: 005080122 NAICS (North American Industry Classification System): 336212, 336211 SIC (Standard Industrial Classification): 3715 Registered with CCR (Central Contractor Registration) Small Business: Registered w/SBA "Pro-Net" |
| 5 | Proposer Physical Address: | Talbert Manufacturing, Inc. 1628 W State Road 114 Rensselaer, IN 47978 |
| 6 | Proposer website address (or addresses): | www.talbertmfg.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): | Troy Geisler VP Sales 1628 W State Road 114, Rensselaer, IN 47978 Email: tgeisler@talbertmfg.com Mobile Phone: 219-869-8545 Office: 219-866-7141;231 |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Troy Geisler VP Sales 1628 W State Road 114, Rensselaer, IN 47978 Email: tgeisler@talbertmfg.com Mobile Phone: 219-869-8545 Office: 219-866-7141;231 |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | N/A as Troy Geisler is Talbert's POC for Sourcewell |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. | For over 80 years Talbert Manufacturing, Inc. (TMI), manufactures a wide variety of trailers such as, mechanical & hydraulic removable gooseneck trailers, extendable, east/west coast spread axle & multi-axle configurations, including 13 & 15 axle trailers, as well as tag-a-long, tilt, utility, traveling axle, flatbed & hydraulic tail trailers. Today TMI is a ISO 9001:2015 certified company that primarily sells through its dealer network covering the United States and Canada. TMI's authorized dealers are able to provide stock units as well as custom-built units that are generated through a personalized consultative process with TMI's sales team. TMI's customers' needs are channeled through TMI's well-trained and professional staff who then develop solutions that are as innovative as the customer requires. The company's |

solutions improve safety, performance, efficiency and the ease at which even the heaviest and largest products can be moved.

Core Values: "We're more than just another trailer manufacturer. We're a system solution provider – developing the systems and the products you need to successfully keep you on the road and hauling the heavy loads. We don't take that job lightly."

The following are TMI's core values:

*DURABILITY is a key commitment of our engineering team and that's why 92% of TMI's trailers built since 1985 are still on the road today.

*RESALE VALUE is a critical factor in total return on investment (ROI) and the Talbert name assures a premium price. Check sales and statistics and you'll consistently find used TMI trailers have the highest residual value in the Industry.

*SAFETY has always been the catalyst for TMI's innovation. In 1947 Austin Talbert, concerned about the injuries and deaths occurring when operators drove equipment up onto trailers, designed and patented the first removable gooseneck trailer to reduce injuries. That focus continues today. TMI's trailers' load capacities are rated at half the deck length and we build to the Industry's highest safety factors. If you're looking to haul maximum capacity every day, you need to look to Talbert.

TMI was established as Talbert Construction Equipment Co. in 1938, in Lyons, Illinois. It served the Chicago market with crane and construction equipment rentals and heavy haul transport services. The founder, Austin Talbert, began building trailers for his company's usage. Word quickly spread in the Chicagoland area of the quality and craftsmanship of the trailers and he began manufacturing for other companies.

While TMI was quickly regarded as a name to be trusted and a company who consistently delivered results, it was not until the advent of the first mechanical, detachable gooseneck trailers in 1946 that it had its claim to fame. The product was patented in 1947 and entered the Canadian market in the 1950s. The advance in technology improved the well-being of the equipment and the truck operator. The design was innovative but designed to be simple and lightweight, yet durable and relatively low maintenance.

By 1957, TMI had outgrown its existing space and built a new facility dedicated to specialty trailer manufacturing, in Rensselaer, Indiana where it still operates today. Eventually, the Lyons location closed. Its heavy hauling and crane rental divisions were sold, and a new era of growth would be ushered in for the manufacturer.

The 1960s saw advancements like the gooseneck trailer and a five-hundred-ton heavy hauler. A hinged frame-type gooseneck was introduced 1970 and is still in use today industry-wide. Other firsts for the company include being the first trailer manufacturer to use high-strength heat-treated (T1) steel, the first to design and incorporate air suspensions and the first to use self-steering axles.

In 2014 TMI acquired Ferree Trailers located in Liberty NC to expand its manufacturing capabilities and ability to cater to a broader customer base. The facility is to be specialized with building tag-a-long trailers, travelling axle, hydraulic tail and similar products.

Throughout the years, TMI continued to invest in itself to be able to achieve these innovative feats. Its in-house capabilities include design, engineering, manufacturing and finishing services.

Over time, technology has advanced, and the demand for trailer deck lengths have grown from eighteen to almost thirty feet. Improvements have been made to support better weight distribution and axle loads via load positioning, improving performance and efficiency.

The philosophy at TMI has remained quite simple in that it is as it is our interest to continue to try to solve our customer's transport problems, whatever they may be.

TMI has built a reputation for quality and the ability to consistently carry the most challenging loads. The rugged design, together with the team's constant quest for safer, better and larger capacity systems, makes Talbert the company to count on for the long haul.

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| 11 | What are your company's expectations in the event of an award? | <p>In the event of an award TMI's dealers and customers will be able to expedite the buying process by way of Sourcwell, saving time and money for the end user, by combining the buying power of 50,000 government, education, and nonprofit organizations. Sourcwell will be able to offer a wide array of products and services, including trailers, to find the solution that fits their needs, including the type of trailers that we have enjoyed manufacturing successfully over the years.</p> <p>TMI will then be able to manufacture and sell through its authorized dealer network, or go direct if needed, per the request thus satisfying the contract.</p> <p>With this award, TMI will build upon its success in the State and Local Government arena.</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. | <p>Talbert Manufacturing, Inc. (TMI) is in good financial standing and does not hold any public debt.</p> <p>In the Documents section under Financial Strength and Stability there is a PDF document titled TMI Financial Strength & Stability. A portion of the Dunns and Bradford report along with TMI trade references are enclosed.</p> <p>TMI is a private company and does not generally make its financial statements and details available to third parties.</p> | * |
| 13 | What is your US market share for the solutions that you are proposing? | <p>The US Market Share of Heavy Haul Trailers, is deemed too vague to answer as there is currently no way of determining market share given loose interpretation of "Heavy Haul" trailers including lowbed/lowboy, hydraulic tail and travelling axle trailers of which TMI is offering. This is due to the fact there is crossover in the types of trailer within VIN (Vehicle Identification Number) tag classifications.</p> <p>TMI has over 80 years of experiencing manufacturing and selling its product offering, through our dealer network to satisfy customers coast to coast in North America. TMI supports its dealers with experienced, knowledgeable Regional Sales Managers that are responsible for covering their respective territories in North America.</p> | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | <p>The Canadian Market Share of Heavy Haul Trailers, is deemed too vague to answer as there is currently no way of determining market share given loose interpretation of "Heavy Haul" trailers including lowbed/lowboy, hydraulic tail and travelling axle trailers of which TMI is offering. This is due to the fact there is crossover in the types of trailer within VIN (Vehicle Identification Number) tag classifications.</p> <p>TMI has designated a dedicated and knowledgeable Canadian Sales Manager that specializes in the Canadian trailer market and provides support to its Dealer and customer base in Canada.</p> | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. Talbert Manufacturing, Inc. (TMI) has not petitioned for bankruptcy protection. | * |

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| 16 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Talbert Manufacturing, Inc. (TMI) is deemed a Manufacturer.</p> <p>a. TMI is not described as a distributor/dealer/reseller (or similar entity).</p> <p>b. TMI is a manufacturer that has an established B2B business model that includes an array of independent (3rd party) dealers encompassing the United States and Canada. All other areas are funneled to TMI's VP of Sales.</p> <p>TMI's Regional Sales Managers are all direct employees of TMI and ensure maximum market positions for TMI within the assigned territory.</p> <p>TMI has enjoyed a solid relationship with its valued dealers which can be found online at www.talbertmfg.com/dealer-locator. Many of which have had a 20 plus year relationship with TMI. They serve as the first line for our end users as they are able to provide full service from pre to post sales, including parts, service and warranty. In the event a customer is not in proximity to one of its dealers then TMI reserves the right to go direct with that customer and will provide all back end support necessary to achieve satisfaction, including service, parts and warranty assistance which can be channeled to non-TMI service centers on a case-by-case basis at the discretion of TMI.</p> <p>TMI utilizes its regional sales managers who are responsible for covering the needs of dealers and end users within their Primary Area of Responsibility. The VP of Sales serves as back up to initial inquiries and also leads the sales team with the various duties within the company involving interaction with engineering, warranty, purchasing and production.</p> <p>TMI sales managers support the dealer network through:</p> <ul style="list-style-type: none"> • Technical support on product and pricing • Direct sales calls with Dealer representatives • Education via seminars and ongoing product development • Demonstration of products • Warranty support <p>TMI sales managers actively work to develop and market to customers on a direct basis within the assigned territory as mutually determined with the VP Sales. Additionally they evaluate existing dealers to determine performance, penetration and end user satisfaction. The salespersons are persistently looking to ensure their territory is maintained and will replace and/or sign up new dealers to ensure maximum market positions for TMI within the assigned territory.</p> <ul style="list-style-type: none"> • Perform other duties and responsibilities which may become necessary to promote TMI's products • Engage in frequent travel to and with key dealers and customers within territory <p>Customer service and customer satisfaction is highly valued at TMI. Customer inquiries/feedback/complaints are typically communicated to Talbert Customer Service Personnel (CSP). CSP may include, but not be limited to, the following types of personnel:</p> <ul style="list-style-type: none"> • VP Sales • Regional / Area Sales Representative • Customer Service Representative • Warranty Manager • Engineering Manager • Operations Manager • Management Representative <p>Customer feedback generally (but not limited to) comes in the form of:</p> <ul style="list-style-type: none"> • Returned customer surveys found online when registering the table – www.talbertmfg.com/warranty-register • Reports from the dealer meetings • Win / Lost business analysis • Warranty Claims <p>Resolution of customer feedback may be in the form of technical support, problem resolution, and/or discussing with the customer the specified customer requirements to confirm the inquiry/feedback/complaint. TMI warranty claims are handled following the warranty procedure. All other feedback is handled on a case-by-case basis by the person receiving the feedback with input from other departments as needed.</p> |
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| 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. | ISO 9001:2015 Certified Tax Identification Number: 351006959 US DOT (NHTSA) Vehicle Manufacturer's Identification Number: "40F" CAGE: 18634 DUNS: 005080122 NAICS (North American Industry Classification System): 336212, 336211 SIC (Standard Industrial Classification): 3715 Registered with CCR (Central Contractor Registration) Small Business: Registered w/SBA "Pro-Net" | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Talbert Manufacturing, Inc. (TMI) has never been involved in a Suspension or Debarment issue. | * |

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 | <ul style="list-style-type: none"> In 2020 TMI received the 70 Year Longevity Award from Specialized Carrier & Rigging Association In 2019 TMI was awarded a \$360,249,853 million open contract from the U.S. Army Contracting Command as TMI is the single source provider for their M872A4 trailers. In 2018 TMI celebrated 80 years in business serving the heavy hauling industry. In 2018 TMI was recipient of 50 Year Award from the American Truck Historical Society, | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Government Sales has accounted for more than 50% of company-wide sales over the past 3 years. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | Talbert Manufacturing, Inc. (TMI) does not currently build for the education sector. | * |
| 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? | Talbert Manufacturing, Inc. (TMI) does not currently hold and has not held over the past three years any state or Cooperative purchasing contracts. | * |
| 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? | Less than 1% of sales. TMI utilizes its dealer network for GSA, SOSA and other such contracts. The vast majority of said contracts requiring the types of trailers TMI offers are for single units. | * |

Table 4: References/Testimonials

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

| Entity Name * | Contact Name * | Phone Number * | |
|--------------------------------------------------------------------------------|----------------|----------------|---|
| West Side Tractor (John Deere Dealership and authorized Talbert Dealer) | Bill Price | 765-427-8897 | * |
| Leslie Equipment Company (John Deere Dealership and authorized Talbert Dealer) | Bo Kesler | 304-642-7931 | * |
| Lucky's Trailer Sales (authorized Talbert Dealer) | Jeff Barry | 802-369-6508 | * |

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 * |
|--------------------------------|---------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------|
| TACOM | Government | Michigan - MI | In 2019 Talbert Manufacturing Inc. was awarded a \$360,249,853 firm-fixed-price contract for the procurement of M872A4 semitrailers for the US Army. | 1,132 over 3 years | Approximately \$113,200,000.00 over the past 3 years. |
| New York Power Authority | Government | New York - NY | In January 2022 TMI built 1 4053TA travelling axle trailer for a dealer in New York that sold trailer to New York Power Authority. | 1 | Approximately \$93,000.00 |
| Houston County Road & Bridge | Government | Alabama - AL | In 2020 TMI built 1 55CC-FG-T1-Bvlt, lowbed trailer for a dealer in Alabama that sold trailer to Houston County Road & Bridge. | 1 | Approximately \$90,000.00 |
| Jefferson County Environmental | Government | Alabama - AL | In 2020 TMI built 2 AC3-25-AR tag-a-long trailers for a dealer in Alabama that sold trailers to Jefferson County Environmental. | 2 | Approximately \$80,000.00 |
| Central Hudson Gas & Electric | Government | Massachusetts - MA | TMI has on order to build 1 AC-20-AR tag-a-long trailer for a dealer with a branch in Massachusetts that sold trailer to Central Hudson Gas & Electric . | 1 | Approximately \$35,500.00 |

Table 6: Ability to Sell and Deliver Service

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

| Line Item | Question | Response * |
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| 26 | Sales force. | <p>Talbert Manufacturing, Inc. (TMI) sales force consists of (1) VP of Sales and Marketing, (5) Regional Sales Managers and (1) Inside Sales Coordinator who are all direct employees of TMI.</p> <p>The Regional Sales Managers cover all of North America, including Canada and Central America. The Regional Sales Managers are broken down in the following geographic territories: Northeast, Southeast, Great Lakes, West/ Midwest, Canada and International.</p> <p>TMI utilizes its regional sales managers who are responsible for covering the needs of independent dealers and end users within their Primary Area of Responsibility. The VP of Sales serves as back up for all inquiries and also leads the sales team with the various duties involving engineering, warranty, purchasing and production.</p> <p>The sales managers support the dealer network through:</p> <ul style="list-style-type: none"> *Technical support on product and pricing *Direct sales calls with Dealer representatives *Education via seminars and ongoing product development *Demonstration of products *Warranty support <p>TMI sales managers actively work to develop and market to customers on a direct basis within the assigned territory as mutually determined with the VP Sales. Additionally they evaluate existing dealers to determine performance, penetration and end user satisfaction. The salespersons are persistently looking to ensure their territory is maintained and will replace and/or sign up new dealers to ensure maximum market positions for Talbert within the assigned territory.</p> <p>Other functions include:</p> <ul style="list-style-type: none"> *Actively review and confirm pricing and specification accuracy of all orders, including submittal of signed verification of all orders and pricing *Perform other duties and responsibilities, which may become necessary to promote Talbert's products *Engage in frequent travel to and with key dealers and customers within territory |
| 27 | Dealer network or other distribution methods. | <p>Talbert Manufacturing, Inc. (TMI) has established relationships with its network of independent dealers encompassing the United States and Canada. All other areas are funneled to TMI's VP of Sales.</p> <p>TMI enjoys a solid relationship with our valued dealers which can be found online at www.talbertmfg.com/dealer-locator. They serve as the first line for our users as they are able to provide full service from pre to post sales, including parts, service and warranty. In the event a customer is not in proximity to one of our dealers then TMI reserves the right to go direct with that customer and will provide all back end support necessary to achieve satisfaction, including service, parts and warranty assistance which can be channeled to non-TMI service centers on a case-by-case basis at the discretion of TMI.</p> |

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| 28 | Service force. | <p>Talbert Manufacturing, Inc. (TMI) relies on its dealers for all front line responsibilities, including parts and service. TMI's dealers work with TMI's Customer Service Personnel to resolve issues in order to get them up and running as swiftly as possible.</p> <p>Customer service and customer satisfaction is highly valued at TMI. Customer inquiries/feedback/complaints are typically communicated to TMI's Customer Service Personnel (CSP). CSP may include, but not be limited to, the following types of personnel:</p> <ul style="list-style-type: none"> *VP Sales *Regional / Area Sales Representative *Customer Service Representative *Warranty Manager Engineering Manager Operations Manager *Management Representative <p>Customer feedback generally (but not limited to) comes in the form of:</p> <ul style="list-style-type: none"> *Returned customer surveys found online when registering the table https://talbertmio.com/warrantv-rezister *Reports from the dealer meetings and Win / Lost business analysis *Warranty Claims <p>Resolution of customer feedback may be in the form of technical support, problem resolution, and/or discussing with the customer the specified customer requirements to confirm the inquiry/feedback/complaint. TMI warranty claims are handled following the warranty procedure. All other feedback is handled on a case-by-case basis by the person receiving the feedback with input from other departments as needed.</p> <p>Feedback status and trends are reported during Management Reviews where significant issues related to the customer feedback system are discussed, to ensure continuing suitability and effectiveness of the customer feedback system and the satisfaction of TMI's customers.</p> |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | <p>The order process for Sourcewell members will primarily be handled by TMI dealers. In the event a Sourcewell member is not in close proximity to one of TMI's dealers the order process could then be handled by TMI directly or redistributed to a dealer at the discretion of TMI</p> <p>All Sourcewell orders must have the Sourcewell identifier number accompanied at the time of the order with TMI dealer or TMI. The TMI dealer or TMI will invoice the Sourcewell member direct and include the member identifier number on all pertaining paperwork for tracking purpose to and from the customer as well as to and from TMI.</p> <p>TMI's proposed order process would remain the same to TMI's ISO standard, SAL-02, Sales Order Procedure. Additionally TMI will add Sourcewell to the order form along with corresponding award contract # for accounting / tracking purposes. Reference the SAL-02, Sales Order Procedure for the complete ordering process. A copy of SAL-02 is included in the Documents section under 'Upload Additional Document.</p> <p>Summation of the order process:</p> <ul style="list-style-type: none"> *Dealer or TMI receives Sourcewell Member request for review *Dealer or TMI receives quote and/or order request from Sourcewell Member or Dealer *Dealer and/or TMI reviews order request *Dealer and/or Sourcewell Member will provide TMI with a signed copy of the Member Purchase Order |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>Customer service and customer satisfaction is highly valued at TMI.</p> <p>Customer inquiries/feedback/complaints are typically communicated to TMI Customer Service Personnel (CSP). CSPs may include, but not be limited to, the following types of personnel:</p> <ul style="list-style-type: none"> *VP Sales *Regional Sales Managers *Customer Service Representatives *Warranty Manager *Engineering Manager *Operations Manager *Management Representatives <p>Customer feedback generally (but not limited to) comes in the form of:</p> <ul style="list-style-type: none"> *Dealer and /or Direct End User contact. *Completed customer surveys found online during trailer registration *https://talbertmio.com/warrantv-rezister *Reports from the dealer meetings i.e. Win / Lost business analysis *Warranty Claims <p>Resolution of customer feedback may be in the form of technical support, problem resolution, and/or discussing with the customer the specified customer requirements to confirm the inquiry/feedback/complaint. TMI warranty claims are handled following the warranty procedure as outlined in the WAR-01 TMI Warranty Procedure.</p> <p>All other feedback is handled on a case-by-case basis by the person receiving the feedback with input from other departments as needed.</p> <p>Feedback status and trends are reported during Management Reviews where significant issues related to the customer feedback system are discussed, to ensure continuing suitability and effectiveness of the customer feedback system and the satisfaction of TMI customers.</p> |
| 31 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States. | <p>Talbert Manufacturing, Inc. (TMI) is able and willing to provide its products and services to Sourcwell participating entities anywhere in the United States.</p> <p>In the event there is no active dealer present TMI reserves the right to funnel the sale through closest dealer or go direct, whichever is best serving the customer. The same will apply for any and all post sales duties, including warranty.</p> |
| 32 | Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada. | <p>Talbert Manufacturing, Inc. (TMI) is able and willing to provide its products and services to Sourcwell participating entities anywhere in Canada.</p> <p>In the event there is no active dealer present TMI reserves the right to funnel the sale through closest dealer or go direct, whichever is best serving the customer. The same will apply for any and all post sales duties, including warranty.</p> |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | <p>There are no limitations to providing its services with the US and Canada. TMI will be able to serve North America, including Canada. TMI does not foresee sector(s) that we are not able to serve.</p> <p>In the event there is no active dealer present Talbert reserves the right to funnel the sale through closest dealer or go direct, whichever is best serving the customer. The same will apply for any and all post sales duties, including warranty.</p> |
| 34 | Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>Talbert Manufacturing, Inc. (TMI) is able and willing to fully serve all Sourcwell participating entity sectors anywhere in the United States and Canada through this proposed Contract, if awarded.</p> |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | <p>Talbert Manufacturing, Inc. (TMI) does not have any specific contract requirements or restrictions that would apply to Sourcwell participating entities in Hawaii, Alaska, or in US Territories. Furthermore TMI has the experience to ship its product offering globally.</p> |

Table 7: Marketing Plan

| Line Item | Question | Response * |
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| 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>Talbert Manufacturing, Inc. (TMI) will promote the Sourcewell contract with various marketing activities, including, but not limited to announcements and press releases in industry-related publications, dealer newsletters, trade shows events, company website and other social media platforms. Furthermore, we will encourage our dealer network, to market the TMI/Sourcewell announcement, if awarded, within their primary area of responsibility. With permission from Sourcewell, TMI and its dealer network would also utilize the Sourcewell logo in their marketing initiatives.</p> <p>TMI has over 80 years of exposure in North America. With the assistance of its long-standing marketing partner, IronClad Marketing, dealer network and trade associations TMI can further penetrate and maximize exposure to potential customers.</p> <p>Press release examples are readily available on the News section of our website – https://www.talbertmfg.com/news/</p> |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Talbert Manufacturing, Inc. (TMI) marketing affiliate, IronClad Marketing, tracks TMI's Share of Voice (SOV) compared to its competition in transportation publications. The SOV report is the Ad-Value equivalent of advertising in publications. The Quarter 2 2022 PR Report, shows TMI with a 62% SOV compared to its competition, Felling trailers was the next closest at 22%. The report can viewed at https://spaces.hightail.com/receive/B5WfyJmotR/dXMtYWE1YzFkMjgtZjQ0Yi00MDM4LTk2NjgtZGZhMGNjNGY1NjU5.</p> <p>In the Documents section under Marketing Plan/Samples there is a PDF document titled Talbert Manufacturing Marketing Q2 2022 Share of Voice.</p> <p>TMI uses technology streams to advocate TMI by way of Talbert or industry announcements, shared releases, customer photos and other ways to best promote Talbert. TMI maintains the following technology and digital data:</p> <ul style="list-style-type: none"> *TMI website - https://www.talbertmfg.com/ *Facebook - https://www.facebook.com/Talbertmfg *LinkedIn - www.linkedin.com/company/2300730 *Twitter - http://twitter.com/@TalbertManufact *YouTube Channel - https://www.youtube.com/results?search_query=talbert+manufacturing |
| 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>Talbert Manufacturing, Inc. (TMI) view as to Sourcewell's role in promoting contracts arising out of this RFP are as follows:</p> <ul style="list-style-type: none"> *An announcement of newly awarded contracts sent out to all Sourcewell members as well as in other Sourcewell marketing initiatives. Inclusion as a Sourcewell approved supplier in the Trailer *Continuous training and support to Sourcewell members. <p>Sourcewell Landing web page with awarded contract company data and other vital information that Sourcewell members can use to purchase our products.</p> <p>TMI will integrate the Sourcewell RFP's in its quote and order process by referencing Sourcewell on the quote and order form. Accounting will track all Sourcewell awarded orders.</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. | No. Talbert Manufacturing, Inc. (TMI) products are not available through an e-procurement ordering process. |

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. | Talbert Manufacturing, Inc. (TMI) may provide one-on-one training of our product, equipment, maintenance and/or operator training through our TMI sales managers on a case-by-case basis. This can be done at the factory, at the customer's location or over the phone. |

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| 41 | Describe any technological advances that your proposed products or services offer. | <p>Technology advances in the trailer industry has not been as robust over the years by comparison to other industries. The Semi-Tractor that pulls TMI's trailers ""communicate"" with each other by way of pneumatic and electrical hookup. Trailers in general do not necessarily require ""technology"" to operate with Semi-Tractors.</p> <p>TMI is looking ahead to new offerings from our suppliers. As technology and safety items enter our industry, TMI may incorporate these advances as pertaining to trailers per customer requests / requirements. TMI is active with its trade affiliates, including Truck Trailer Manufacturers Association, Inc., Specialized Carrier & Rigging Association and National Trailer Dealer Association."</p> | * |
| 42 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>"Green" initiatives are beginning to impact the trailer industry as a whole. However, the products TMI manufactures has not yet been impacted.</p> <p>TMI is constantly looking ahead with its partnerships with suppliers and as well as trade affiliates. As technology and "Green" initiatives enter our industry, TMI may incorporate these advances as pertaining to trailers. TMI is active with its trade affiliates, including Truck Trailer Manufacturers Association, Inc., Specialized Carrier & Rigging Association and National Trailer Dealer Association.</p> | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>Talbert Manufacturing, Inc. (TMI) has not received certification or conservation or other Green / Sustainability factors.</p> <p>TMI's products conforms to all applicable Federal Motor Vehicle Safety Standards in effect at the time of manufacture.</p> <p>TMI is registered with CCR (Central Contractor Registration) and Small Business: Registered w/SBA "Pro-Net"."</p> | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>Talbert Manufacturing, Inc. (TMI) has not obtained any accreditations from Women or Minority Business Entity or Small Business Entity groups.</p> <p>TMI is registered with CCR (Central Contractor Registration) and Small Business: Registered w/SBA "Pro-Net"."</p> | * |

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| 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>What sets TMI apart from the competition is that TMI offers users with a wide range of products, including standard model trailers as well as custom solutions.</p> <p>*All TMI trailers are designed with exceptional safety factors.</p> <p>*TMI trailers are manufactured with safety, durability and (high) resale as its core values. this has proven for over 85 years and can be confirmed by way of repeat business, new business often coming by word of mouth from current users, low warranty claims and long standing operation of said trailer(s) on the road due to optimal design.</p> <p>In 2007 TMI hired an outside agency to track down all Talbert trailers that would benefit from a New-Style Shim block Replacement for safety reasons. This totaled just shy of 6,700 units. At the conclusion it was found that 92% of our trailers built since 1985 were still in service and on the road. Trailers with a life up to 22 years. Proving significant in Durability.</p> <p>*ISO 9001 :2015 Certified for Quality Management. 'TMI's operates an ISO-compliant Quality Management System (QMS) and thus maintains an extremely thorough quality process throughout the build process. The QMS encompasses everything including standard work instructions, quality inspection points at key process steps throughout manufacturing, and non-conformance reporting and resolution.</p> <p>*TMI Engineers utilize Finite Element Analysis (F.E.A.) information to develop a higher-than-industry margin safety factor (2.5:1 on most trailers) during the design phase. TMI engineers and manufactures to customer specifications a wide variety of heavy capacity trailers and specialized transportation equipment.</p> <p>TMI has been serving the transportation industry since 1938 for custom trailers covering commercial, construction, transportation, utility, military, government, aerospace, agriculture, oil field, rail, energy applications as well as inner plant material handling movers and manufacturing systems.</p> <p>*TMI uses the highest grade a strength steel in the industry.</p> <p>*TMI has been the first in many manufacturing advances in the heavy-haul trailer industry including utilizing Apitong flooring to best withstand outdoor challenges, sealed wiring harness, robust cylinders, T-1 steel and many other high quality items to ensure optimal performance</p> <p>*Long-term proven partnerships with high-quality, longstanding, reputable dealers and trade affiliates across North America who's goal is to fulfill customers' needs and keep their equipment operational to maintain profitability.</p> <p>*Warranty - Talbert Manufacturing Inc. (TMI) of Rensselaer, Indiana, warrants to the original purchaser of each new TMI trailer to be free of defects in material and workmanship under normal use and service for a period of (12) twelve months from the date of first retail sale of the trailer or date of in-service, whichever occurs first (hereafter referred to as "Delivery Date"). Furthermore TMI warrants against defects in material and workmanship on the main structural members and supports of the trailer for a period of (36) thirty-six months from the date of first retail sale of the trailer or date of in-service. Our obligation under this warranty is limited to repair of the defective material, workmanship, main structural members or supports at a preapproved TMI service facility (i.e. authorized TMI dealer). This warranty is non-transferable The full warranty is available at the following link: https://www.talbertmfg.com/wp-content/themes/wp-theme-talbertmfg.com/assets/images/talbertwarranty.pdf</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>Talbert Manufacturing, Inc. (TMI) provides limited warranty coverage on its products, parts and labor. These warranties pertain to a manufacturer/supplier defect. This is on par with TMI's competition.</p> <p>In the Documents section under Warranty there is a PDF document titled Talbert Manufacturing Warranty.</p> <p>Talbert Manufacturing Inc. (Talbert) of Rensselaer, Indiana, warrants to the original purchaser of each new Talbert trailer to be free of defects in material and workmanship under normal use and service for a period of (12) twelve months from the date of first retail sale of the trailer or date of in-service, whichever occurs first (hereafter referred to as "Delivery Date"). Furthermore Talbert warrants against defects in material and workmanship on the main structural members and supports of the trailer for a period of (36) thirty-six months from the date of first retail sale of the trailer or date of in-service. TMI's obligation under this warranty is limited to repair of the defective material, workmanship, main structural members or supports at a preapproved Talbert service facility (i.e. authorized Talbert dealer). This warranty is non-transferable.</p> <p>Visit the following link for TMI's warranty. https://www.talbertmfg.com/wp-content/themes/wp-theme-talbertmfg.com/assets/images/talbertwarranty.pdf.</p> | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | <p>Yes, Talbert Manufacturing, Inc. (TMI) warrants to the first purchaser only, the described new trailer manufactured by TMI to be free from defects in materials and workmanship when properly maintained, and under normal use and service, which means the loading, unloading and transportation of uniformly distributed legal loads of cargo, adequately restrained and secured, in a manner which does not subject the trailer to strains or impacts greater than are imposed by normal use. Normal wear and tear as the trailer is intended to be used is covered.</p> <p>Visit https://www.talbertmfg.com/wp-content/themes/wp-theme-talbertmfg.com/assets/images/talbertwarranty.pdf for complete warranty."</p> | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | <p>No, Talbert Manufacturing, Inc. (TMI) does not cover the expenses and travel for warranty repairs.</p> <p>TMI's dealer network performs the warranty repairs or TMI arranges for an approved repair shop to perform the repairs.</p> | * |
| 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? | <p>No, if in the event a customer is not in proximity to one of its dealers then Talbert reserves the right to go direct with that customer and will provide all back end support necessary to achieve satisfaction, including service, parts and warranty assistance which can be channeled to non-Talbert service centers on a case-by-case basis at the discretion of TMI.</p> <p>TMI's goal is to achieve the most time efficient way to repair warrantable items in order to get our customer back up and running in a timely manner.</p> | * |
| 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? | <p>Yes, Talbert Manufacturing, Inc. (TMI) will cover approved warranty claims for items made by other manufactures or components supplied by other manufacturers and suppliers of components or accessories. TMI will assign to the customer upon request any warranty rights it receives from the component manufacturer or supplier.</p> <p>TMI facilitates any approved warranty claims to the original OEM involved on behalf of the customer. TMI does assist the customer to ensure the problem is corrected with the original OEM. For example, if a non-TMI part fails, TMI would contact the original OEM to have them process their warranty claim.</p> <p>TMI's goal is to achieve the most time efficient way to repair warrantable items in order to get our customer back up and running in a timely manner.</p> | * |
| 51 | What are your proposed exchange and return programs and policies? | <p>Talbert Manufacturing, Inc. (TMI) does not have an exchange return program for its products given the custom nature and physical size of its products. However, through the warranty channel, TMI can make adjustments and corrections to approved defects derived on the trailer. TMI may make these adjustments in order to satisfy the customer's area(s) of concern.</p> <p>The quoting and order management processes used by TMI are very detailed and designed to alleviate any need for return. TMI has an expert sales and support staff with deep technical and application knowledge. They work with customers all the way through the process to make sure they receive the exact product needed. However, if something unforeseen were to occur which required this level of attention, TMI would work with the customer to make sure it was resolved satisfactorily.</p> | * |

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| 52 | Describe any service contract options for the items included in your proposal. | Talbert Manufacturing, Inc. (TMI) does not offer any service contract options. | * |
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Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
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| 53 | Describe your payment terms and accepted payment methods. | Standard payment terms for Talbert Manufacturing, Inc. is Cash upon completion, wire transfer within 48 hours. This can be negotiated on a case-by-case basis. The TMI dealer network is comprised of independently owned dealerships and have a variety of payment terms and accepted payment options. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Financing options are available through third party vendors that have established relationship with its customers. TMI will help its customers in locating satisfactory leasing or financing options either through its directly established relationships or through those of its dealer network. TMI does not offer direct leasing or financing options as the majority of the sales will be funneled through its dealer network whereupon multiple financial sources are available. | * |
| 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. | A copy of SAL-02 is included in the Documents section under 'Upload Additional Document'. Notes: **'Sourcewell' and the member's identification to be included in the Order Forms from both TMI and TMI dealers. *TMI dealer's order forms are unique to each said dealer. Formatting is not the same dealer to dealer. | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | No, not directly. Talbert Manufacturing, Inc. (TMI) does not accept P-card procurement and payment. TMI's dealer network is made up of independent ownership. Certain dealers may accept the P-card. Additional fees may apply. | * |

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 * | |
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| 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. | Talbert Manufacturing, Inc. (TMI) and TMI dealers are to reference TMI suggested dealer list pricing, including options per trailer model, with discount for Sourcewell members. TMI product pricing per trailer model, including Sourcewell member discount, is included in the Documents section under 'Pricing'. | * |
| 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. | Talbert Manufacturing, Inc. (TMI) offers a 15% price discount for Sourcewell members from suggested TMI suggested dealer list price. | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | Talbert Manufacturing, Inc. (TMI) will offer an additional 2% discount on orders of six or more trailers subject to a simultaneous manufacturing run. | * |

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| 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. | <p>Talbert Manufacturing, Inc. (TMI) will offer Open Market / Non-Standard items to Sourcewell Members at the request of said requestor and on a case-by-case basis.</p> <p>This item is considered an "option". TMI will supply a quote on an 'as requested' basis due to the variable nature of such requests.</p> <p>TMI will make all reasonable efforts to provide these options at a fair and reasonable market price and will ensure that such items are trailer-related and qualify as 'incidental' additions to any order.</p> | * |
| 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. | <p>Federal, State, and /or local taxes, if applicable, as well as license plate, registration, freight, and other such fees are not included in TMI suggested dealer list price.</p> <p>TMI pricing is FOB factory.</p> <p>All shipping charges and training are to be discussed on a case-by-case basis.</p> <p>TMI dealers may add a Pre-Delivery Inspection fee at their discretion.</p> | * |
| 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. | <p>All shipping charges are on a case-by-case basis.</p> <p>Travel Expenses are additional cost to the Sourcewell Member if picking up at the local dealer or TMI's Factory. All shipping charges from the TMI factory to the dealer or Sourcewell member are to be discussed on a case-by-case basis.</p> <p>TMI has the ability to provide customs paperwork if required for Canada at no additional cost in the event TMI is arranging delivery.</p> | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | <p>All shipping charge are on a case-by-case basis.</p> <p>TMI does not ship directly to any offshore site. TMI can arrange shipping to a port within the US. Certain TMI Dealers may be able to assist in shipping trailers for offshore delivery through the dealers shipping contacts. Availability of shipping varies from dealer to dealer.</p> <p>TMI has the ability to provide customs paperwork if required for Canada at no additional cost in the event TMI is arranging delivery.</p> | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | <p>It is Talbert Manufacturing, Inc. (TMI) intent to make product delivery a simple process for Sourcewell Members. TMI provides a variety of options to get the product to the Member location. These options include:</p> <ul style="list-style-type: none"> *Pick up at factory by Member *Pick up at factory by 3rd Party Transporter of Members choice *Delivery and pick up at local dealership *Delivery direct to Member location <p>In any situation where the product is being shipped, TMI will continuously negotiate competitive rates that will be pass along to the Sourcewell Members. Any and all unique delivery to be discussed and agreed upon during the quotation process and will be made on a case-by-case basis.</p> | * |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
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| 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>Talbert Manufacturing, Inc. (TMI) has the ability to run 'Sourcewell' reports from its Enterprise Resource Planning (ERP) system, Made2Manage. Sourcewell Member orders will be entered into the ERP system with the required Sourcewell Contract Number for tracking purpose and to run such reports. This will enable TMI to easily filter the software to provide detailed data pertaining to Sourcewell Member orders. The Sourcewell Member identifier must accompany the order.</p> <p>TMI will accompany quarterly reports on completed units and submit to Sourcewell along with the proposed service fee.</p> <p>TMI to audit the process to ensure compliance beginning with the first order once the trailer(s) is manufactured and ready for pick up. The process will be initiated by TMI's quality ISO program by use of its Corrective Action Response (CAR). Audited 'defect' findings by the TMI quality department to be reported to Sales, Financing and/or Management in order to actionize the necessary Corrective and Preventive Action (CAPA).</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>Talbert Manufacturing, Inc. (TMI) has an annual sales target to meet within the budget. This is further broken down to represent an established dollar amount each salesman must achieve. This quota defines the revenue generated by TMI as well as its sales rep's performance. TMI utilizes Pipeline reporting as its fundamental sales metric reporting tool, and monitoring the progress toward hitting that number is essential.</p> <p>The following are the initial internal metrics that TMI will incorporate for the Sourcewell contract:</p> <p>Sales Metrics *Sourcewell Pipeline coverage = total opportunities in the sales pipeline. win/loss, win % and coverage to be monitored. *Sourcewell quote activity – An initial spike in Sourcewell member quote activity from TMI dealers is to be expected as a sign of success of the Sourcewell contract. A 20% year 2 over year 1 increase would be an indicator of continued success of the Sourcewell contract. *Sourcewell Win rate (win vs. loss / win %) – this tracks Talbert vs. Sourcewell approved competitors. Sourcewell member win % averages TBD.</p> <p>Financial Metrics *Sourcewell revenue year-to-year – TMI's initial goal is to Sourcewell orders in year 1. A 20% year 2 over year 1 increase in Sourcewell member revenue would be an indicator of continued success of the Sourcewell contract. *'Sourcewell' order tracking accuracy – goal is to be 100% compliant with TMI reporting in comparison to Sourcewell's internal reports.</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>Talbert Manufacturing, Inc. (TMI) proposes to pay Sourcewell a 2% administrative fee for all sales associated with this contract.</p> <p>The 2% Sourcewell administrative fee excludes taxes, freight and/or 'other' such additional charges.</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. | Talbert Manufacturing, Inc. (TMI) is a manufacturer of a variety of trailer models, types and design. TMI is offering the following trailers: Semi lowboys, tags, hydraulic lift, flatbeds (per custom order), deck overs, drop-deck tilt, rollbacks, and slide axle trailers. |
| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Talbert Manufacturing, Inc. (TMI) is applying to become a Sourcwell approved vendor for RFP 092922 - Trailers with Related Equipment, Accessories, and Services. There are no subcategory titles that best describe TMI's products and services. The RFP category classification is "Trailers" which is a subcategory of "Fleet & Related" classification. |

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 | Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated | <input checked="" type="radio"/> Yes <input type="radio"/> No | Talbert Manufacturing, Inc. (TMI) does NOT offer the following trailer types: *dump *rollbacks *tanker *car haulers *walking floor *roll-off *storage *refrigerated |
| 72 | Mobile offices and concessions | <input type="radio"/> Yes <input checked="" type="radio"/> No | Talbert Manufacturing, Inc. (TMI) does NOT offer mobile offices and concessions. |
| 73 | Mobile command stations and incident response | <input type="radio"/> Yes <input checked="" type="radio"/> No | Talbert Manufacturing, Inc. (TMI) does NOT offer mobile command stations and incident response. |

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| | | |
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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](#) - TMI Q4 2022 Sourcewell Price List.pdf - Thursday September 29, 2022 14:25:43
- [Financial Strength and Stability](#) - TMI Financial Strength & Stability.pdf - Tuesday August 23, 2022 15:01:27
- [Marketing Plan/Samples](#) - Talbert Manufacturing Marketing Q2 2022 Share of Voice.pdf - Tuesday August 23, 2022 08:46:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Talbert Manufacturing Warranty.pdf - Tuesday August 23, 2022 08:44:12
- [Standard Transaction Document Samples](#) - Talbert and Talbert Dealer Standard Transaction Document Samples.pdf - Wednesday September 21, 2022 13:20:04
- [Upload Additional Document](#) - SAL-02 Sales Order Procedure.pdf - Wednesday September 21, 2022 10:45:35

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. - Troy Geisler, VP Sales, Talbert Manufacturing, 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 |
|--------------------------------------------------------------|--------------------------------------------------------------------|-------|
| Addendum_5_Trailers Wed September 21 2022 04:26 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_4_Trailers Tue September 20 2022 08:40 AM | <input checked="" type="checkbox"/> | 1 |
| Addendum_3_Trailers Mon September 19 2022 12:24 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Trailers Wed September 14 2022 03:50 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Trailers Tue September 13 2022 07:51 AM | <input checked="" type="checkbox"/> | 1 |

**AMENDMENT #1
TO
CONTRACT #092922-TBT**

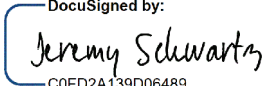
THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Talbert Manufacturing, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Trailers with Related Equipment, Accessories, and Services, to Sourcewell and its Participating Entities, effective January 4, 2023, through December 20, 2026 (Contract).

The parties wish to amend the Contract by deleting in its entirety Section 18. Insurance— Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance, of the Contract.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

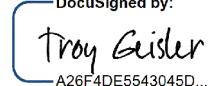
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO
Date: 2/8/2023 | 10:41 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette, Executive Director/CEO
Date: 2/8/2023 | 1:00 PM CST

Talbert Manufacturing, Inc.

DocuSigned by:

By: A26F4DE5543045D...
Troy Geisler
Title: VP Sales
Date: 2/6/2023 | 9:59 AM CST