

**MASTER AGREEMENT #RFP 010925****CATEGORY: Tree Maintenance Equipment, Attachments & Accessories****SUPPLIER: Morbark LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Morbark LLC, 8507 S. Winn Road, P.O. Box 1000, Winn, MI 48896 (Supplier).

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

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

**Article 1:
General Terms**

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

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

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on February 24, 2029, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #010925 to Participating Entities. In Scope solutions include:
 - a) Tree cutting, trimming and removal equipment;
 - b) Automated, remote, or robotic tree maintenance equipment;
 - c) Stump cutters and grinders;
 - d) Brush and limb chippers;
 - e) Portable tree and brush incineration equipment;
 - f) Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to grapples, chainsaw bars, tree jacks, drum mowers, and grinders
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

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

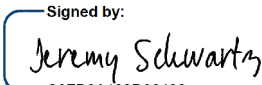
Article 3: Supplier Obligations to Participating Entities

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

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

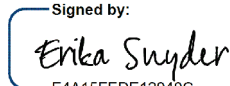
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may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

Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/18/2025 | 7:10 PM CST

Morbark LLC

Signed by:

E4A15FEDE12940C...

By: _____
Erika Snyder
Title: Governmental Sales
Date: 2/18/2025 | 11:42 AM CST

RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

Vendor Details

Company Name: MORBARK LLC

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

Address: PO BOX 1000
8507 S Winn Rd
WINN, MI 48896

Contact: Erika Snyder

Email: erika.snyder@morbark.com

Phone: 800-831-0042 1500

Fax: 989-866-2280

HST#: 38-2805772

Submission Details

Created On: Tuesday December 17, 2024 18:13:51

Submitted On: Monday January 06, 2025 09:44:48

Submitted By: Erika Snyder

Email: erika.snyder@morbark.com

Transaction #: bf4cf51d-c736-41b7-942a-d7e8d535460e

Submitter's IP Address: 149.19.208.216

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Morbark LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Morbark Rayco Rayco Manufacturing Denis Cimaf Denis Cimaf Inc Boxer Boxer Equipment	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 1ST34	*
5	Provide your NAICS code applicable to Solutions proposed.	333112; 113310	
6	Proposer Physical Address:	Morbark LLC 8507 S Winn Rd PO Box 1000 Winn, MI 48896	*
7	Proposer website address (or addresses):	www.morbark.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Erika Snyder Governmental Sales 8507 S Winn Rd Winn, MI 48896 989-824-0013	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Erika Snyder Governmental Sales 8507 S Winn Rd Winn, MI 48896 989-824-0013	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Stanton President 8507 S Winn Rd Winn, MI 48896 800-233-6065	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Morbark, LLC, headquartered in Winn, Mich., is a leading innovator and manufacturer of durable, high-performance equipment with 65+ years of industry expertise. Specializing in processing and converting waste wood and organic materials into marketable end products, Morbark and its affiliated brands - Rayco, DENIS CIMAF, and Boxer Equipment - offer a comprehensive range of solutions. Our product lineup includes brush chippers, stump cutters, mini skid steers, forestry mulchers, aerial trimmers, whole tree and biomass chippers, flails, horizontal and tub grinders, sawmill equipment, material handling systems, and mulcher head attachments for excavators, backhoes, and skid steers. With worldwide distribution through an authorized dealer network, Morbark ensures sales and aftermarket support are readily accessible to customers globally. Morbark is proud to be a part of Alamo Group's Vegetation Management Division. Through its exceptional brands, global presence, and dedication to sustainable practices, the division empowers professionals to achieve their vegetation management goals efficiently and responsibly. At Morbark, LLC, we are driven by a singular purpose: to pioneer innovation and manufacture cutting-edge, high-performance equipment that transforms waste wood and organic materials into valuable resources. Our mission is to empower customers globally with sustainable solutions, ensuring a lasting impact on the environment and communities we serve.	*
12	What are your company's expectations in the event of an award?	Our expectations is that we will continue to reach new members each year. Our dealers, new and old, see the benefits in promoting the Sourcewell contract and we have seen continued growth year over year with this outreach.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	As an Alamo Group company, we have a strong financial backing. Please refer to '2024 10K - Alamo Group' attachment for details.	*
14	What is your US market share for the Solutions that you are proposing?	Brush Chippers 13.2% Stump Grinders 11.2% Mini Skid Steers 1% *UCC data, based on the unit being financed - i.e. does not include governmental sales*	*
15	What is your Canadian market share for the Solutions that you are proposing?	We do not currently have any market share data from Canada to site. In the past we took some estimates from our Canadian dealer network. With this method, we estimate it to be slightly less than the U.S. market share at 10% for chippers and stump grinders, and 1% for mini skid steers.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Morbark LLC is a manufacturer with a world-wide dealer network, however we are very much involved in daily sales and support activities. Our sales and aftermarket support teams work hand in hand with our dealers to train and provide assistance for all of our customers. The employees of our dealers are third-party employees, we do not own our dealers.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Morbark, and Alamo, requires several trainings, certifications or licenses throughout our business including but not limited to: Mechanical Engineers not only hold a degree in Mechanical Engineering but also Weld Engineering along with a certification in weld inspections. Our weld instructor is CWI Certified and CWE certified. Both solid wire and flex core. Trained robotic welder in both programming and robotic welding. Arc flash training and certification required for all maintenance workers. Alamo 2-day safety training is required for all employees. Crane training, plus crane licensing required for any operators of a crane. Aero lift training, plus aero lift licensing required for any employee to use an aero lift. Forklift training, plus forklift licensing required for any employee to drive a forklift. Painters are certified by our paint supplier on how to use their products properly and safely. First Aid/AED/CPR training is required for all supervisors and first responders. Emergency procedure training required by all employees. Fall protection training required by any employee who has to work over 4 feet from the floor. Laser training and license required for any employee operating our burn tables. Respirator training and fit test required by all employees who are required to wear gear. Tool box meetings every morning with a different safety topic for manufacturing employees. All required MIOSHA trainings plus any that involve our procedures. Global harmonization training required for all employees. Cyber Security training required for all employees using a company computer. Anti-Corruption training required for all employees in outward facing departments.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	AEM Advocated Gold Award – 2020, 2021, 2022, 2023, 2024 Rental Editor's Choice Awards – Rayco RG165-R - 2020 2020 Top 10 "Coolest Thing Made in Michigan" – Michigan Manufacturers Association Patents Awarded: ZeroClutch® – The ZeroClutch, available on many of our new line of BVR brush chippers, removes the anxiety of engaging the chipper drum, damaged drive belts, and burned clutch discs and elevates the operating experience of the owner. Simply start, throttle the machine to full RPM's and engage the feed control bar. The Morbark ZeroClutch features an integrated drum speed sensor that monitors the drum speed and will not allow the clutch to engage if material is lodged between the feed wheel and drum. Vtection® - The patented VTECTION® Vibration Detection System monitors rotor vibration to reduce damage from contact with non-grindable objects or other causes of damaging vibration like an out-of-balance rotor, broken insert, or defective bearing. When coupled with Morbark's Break-Away Torque Limiter, dual hammermill protection - both mechanical and electrical - is achieved. To learn more about the VTECTION Vibration Detection System.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Focusing on the Tree Care Products as described in this RFP, 9%	*
22	What percentage of your sales are to the education sector in the past three years?	Focusing on the Tree Care Products as described in this RFP, less than 1%	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	CoStars (PA) \$347,786.23 CT #19PSX0141 \$297,593.50 SC #4400018645 \$ 28,980.00 WA #05218 \$ 59,404.62 Piggyback to Sourcwell Contracts NYSC PC68527 \$ 353,290.82 NYSC PC69681 \$9,716,416.37	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have an agreement with The Akana Group, who assists us with federal bids as a 8a company. They hold their own GSA, that does not currently have our products included. They were just awarded a SOSA with DLA, that does have our products included however no sales to report to date.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Village of Elk Grove IL	Chris Biernat	847-734-8080	*
Kent County Road Commission MI	Steven Roose	616-242-6955	*
City of Concord NH	Brian Levesque	603-225-8560	*

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

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 *	
26	Sales force.	Internally, we have six (6) Regional Sales Managers dedicated to the Tree Care Products. They work with their dealers to ensure they are trained and supporting the customers and products successfully. Additionally one (1) Governmental Sales Specialist, who works directly with the member and the dealer for a smooth transaction. Our vast dealer network provides the direct sales contact in most cases between the member and dealer.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Morbark has a world-wide network of authorized dealers with exclusive territories, as well as distributors and manufacturing reps depending on the product line and area. U.S. Dealer Network consists of: 40 Tree Care Products Dealers with 177 locations in total 10 Forestry Products Dealers 13 Industrial Products Dealers An authorized dealer with an exclusive territory holds a contract with Morbark LLC. Our Regional Sales Managers work hand in hand with their dealers to ensure they are providing the best sales and support to our customers. The dealers will be graded on their abilities in all areas including: sales, parts, service, warranty, marketing, training. Morbark understands the importance of a strong dealer network to satisfy the customer's needs and because of this we have a Dealer Development department that solely focuses on the needs from both parties.	*
28	Service force.	Internally we have (4) field technicians that travel across North America to assist dealers or support customers in a direct area; (3) technicians in the customer support call center; (4) technicians that work in our Winn MI service center, and (1) technician in our Sanford FL store. Our vast dealer network provides the direct service contact in most cases between the member and dealer.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may inquire with Morbark, or their local authorized dealer. Regardless of who is reached out to first, both the Morbark Governmental Specialist and the local dealer representative will work together to provide the member with the solutions to best fit their needs. The Sourcwell quote will be provided by Morbark, the purchase order will be made out to Morbark, and the member will be invoiced by Morbark. The local authorized dealer, if applicable, will stay in communication with the member throughout the process and will be the one to deliver the unit, perform start up training and provide aftermarket support.	*

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.	Members, as with any customer, in a dealer's area of responsibility will be directed to work with their dealer for aftermarket support (parts, service, warranty). If the member is in an area without an authorized dealer they will be supported by the factory in these areas. Our customer support call center is available M-F/8-5 EST, for the members or dealers. Additionally inquiries can be made through our chat service or casefile requests both available on our corporate website.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Morbark LLC knows the importance of being a strong brand for the governmental market. With a dedicated Governmental Sales Specialist we are able to focus on what is needed to remain as such. Our dealer network plays a major role in the success of all sales, including those to Sourcewell members. In all dealer trainings there is a section on governmental sales and promoting Sourcewell. 2025 grading of our dealers will look at their performance of governmental sales and uncover if there are areas of improvement to make in promotion of the Sourcewell contracts. All of the way to top management, with our parent company Alamo Group, there is great support of participating with the Sourcewell contract. We appreciate such a great group of individuals at Sourcewell that we have been able to work with.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Brandt Tractor is an authorized Morbark dealer, in which 57 locations across Canada manage several Morbark product lines including Tree Care Products. In the past two years, we have trained 200 Brandt employees on sales, parts and service using both virtual and in-person training sessions. This shows the dedication from both Brandt and Morbark to have a strong and knowledgeable presence in Canada and from this we look to the future to grow our market share together.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	We will provide products and support to anywhere in United States or Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There is currently no account type that would be eligible to utilize Sourcewell, that would have any restrictions.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Hawaii, Alaska or any US Territories. The differences would come in freight charges and timing; and dealer representation in which case if we did not have a dealer we would support directly from the factory.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	A nonprofit entity will need to fill out a credit application to obtain terms with Morbark LLC, whereas municipalities automatically are granted Net 30 days.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Morbark's marketing strategy for promoting the Sourcewell contract focuses on raising awareness about the benefits of cooperative purchasing among eligible organizations while highlighting the value, efficiency, and reliability of its equipment. This approach includes: 1. Targeted Outreach: - o Engaging public agencies, municipalities, schools, and non-profits that qualify for Sourcewell membership. - o Creating tailored messaging that emphasizes how Sourcewell simplifies the purchasing process 2. Digital Marketing: - o Featuring the Sourcewell contract prominently on Morbark's websites (Morbark.com, raycomfg.com, boxerequipment.com, deniscimaf.com) with detailed information and dedicated landing pages. - o Leveraging social media platforms to promote Sourcewell-related updates, customer success stories, and equipment benefits. - o Launching email campaigns targeting Sourcewell members. 3. Trade Show Promotion: - o Highlighting the Sourcewell partnership in trade show materials and signage. - o Providing on-site demonstrations and consultations for prospective members to explore how Morbark products align with their operational goals. 4. Dealer Engagement: - o Training Morbark dealers to inform customers about the Sourcewell contract. - o Equipping them with promotional materials to discuss the program's advantages. - o Dealer participation in soliciting local entities is part of each dealers quarterly and annual review 5. Customer Support: - o Offering hands-on guidance to streamline the application and purchasing process for Sourcewell members. - o Ensuring that customers understand how to maximize their contract benefits. By combining education, visibility, and direct engagement, Morbark's strategy ensures that eligible organizations can easily access the high-quality equipment they need through Sourcewell, all while saving time and resources.	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Morbark leverages technology and digital data to enhance its marketing effectiveness by employing a strategic mix of digital tools, analytics, and content distribution channels. Here's how: 1. Social Media Marketing: - Platform-Specific Campaigns: Morbark tailors its content to platforms like LinkedIn, Facebook, Instagram, and YouTube to reach diverse audiences, from industry professionals to general enthusiasts. - Engagement-Driven Content: Regular posts include customer testimonials, product demos, trade show highlights, and educational materials to spark interaction and build community. - Paid Advertising: Targeted social media ads use audience demographics and interest-based targeting to ensure the right content reaches the right users. 2. Website Optimization with Metadata: - SEO Integration: Metadata, including optimized titles, descriptions, and keywords, ensures that Morbark's website ranks higher in search engine results, driving organic traffic. - User Behavior Tracking: Analytics tools track visitor behavior to understand which pages, products, or campaigns generate the most interest, enabling data-driven decision-making. 3. Email Marketing and CRM Tools: - Personalized Campaigns: By integrating customer relationship management (CRM) data, in 2025 Morbark will automate the marketing process by sending tailored email campaigns with product updates, promotions, and event invitations through drip campaigns based on customer interests. These automated workflows ensure timely follow-ups and re-engagement with potential leads. 4. Content Marketing and Video Analytics: - Engaging Visuals: High-quality videos showcasing equipment performance, maintenance tips, and customer success stories are shared on digital platforms to educate and engage. - Performance Metrics: Video engagement data—such as watch time and viewer retention—guides future content creation and strategy refinement. 5. Trade Show and Event Integration: - Event Apps and QR Codes: Digital tools at trade shows allow attendees to access product information instantly or request follow-ups. - Live Streaming: Streaming live events and demos expands the audience beyond in-person attendees. 6. Data-Driven Decision Making: - Analytics Platforms: Tools like Google Analytics, social media insights, and email performance metrics help Morbark track the success of campaigns and optimize accordingly. - Market Segmentation: Data is used to create customer personas and segment audiences, ensuring that messaging resonates with specific needs and preferences. By strategically utilizing technology and digital data, Morbark maximizes its marketing reach, builds stronger customer relationships, and continuously refines its strategies to stay ahead in a competitive market.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell has always been willing and able to assist with any request we may have, whether it be promotional items or specific statute requests. Each year at H20, we see continued growth in Sourcewell that benefits vendors and members both. As a long time vendor, we have a solid process between Morbark, our dealer network, and the members for a smooth sale process. There is always room for improvement in any process though. In 2025 our sales staff will be utilizing Sales Force for our customer management system, with this we will be able to increase tracking and reporting of all opportunities, leading to increased sales and market intelligence.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our whole goods (equipment) is not available through e-procurement. Whether it be through an authorized dealer or direct factory representative, we talk through our equipment features and options to ensure we are providing the right solution for the customer. We are interested in what the Buy Sourcewell platform can do for us and the members.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All customers, including Sourcewell members, are offered an on site start-up training for the unit(s) they purchased. The price of this is typically included as part of the PDI and Delivery charges determined by the dealer upon quoting, but may be listed separately as on-site training. Additionally all customers have access to: >Safety Manuals provided with each unit >Maintenance Made Easy videos that can be accessed by scanning a QR decal on their machine, or from our YouTube channel. >Additional training can be requested through their local authorized dealer. Any charges for this would be determined by the dealer. >Customers may also choose to attend one of our factory trainings in Winn MI, at minimal cost.	*

42	Describe any technological advances that your proposed Solutions offer.	The introduction of our BVR line of brush chippers brings several advancements to the benefit of the customer. >Morbark ZeroClutch.™, industry exclusive that requires no user interface to engage or regular adjustment, any rebuild on the machine can be done with standard tools >Electronic over hydraulic controls provides faster response to user input and easier replacement, plug n play harness vs hose and fittings, meaning less leaks with eliminations of valves and fittings, as well as easier diagnostics >Control panel moved onto the infeed so it is closer to where the work is being done and more accessible to the user >Auto-feed control, pre-programmed settings to match material being chipped >Feed wheel start buttons on both sides of the infeed so the feed works can be controlled from either side of the chipper >Side load anvil makes maintenance faster and easier >Modular design for ease of maintenance in the field >Common knives across all models, means less parts to stock Rayco Stump Grinders >Optional command cut, to control the swing speed of the cutter head >Optional chip guard extension, gives a larger area for chip deflection	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	In addition to the extensive review of all environmental regulations for both EPA and EGLE from 2020-2022; Morbark continues to expand our sustainability initiatives. Those initiatives include reduction of water usage, reduction of electricity and natural gas, increasing our renewable energy, and decreasing landfill waste which in turn increases our percentage of recycled waste. Morbark continually evaluates our processes and programs that will allow us to continue to strive to meet our objective of bettering the environment.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Brush chippers are compliant with ANSI Z133 Boxer 700HDXCE is CE Compliant (EU)	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Complete line of equipment under one roof, including: manufacturing, warehouse, sales and support staff. While we are segmented by product line for expertise in those areas of the market, we also work as a team when it comes to meeting the overall needs of our dealer network and customers Ease of maintenance - we continue to make advancements in this area where most service adjustments can be made outside of the machine, and does not not require a certified mechanic. Ease of operation - chippers and stump grinders can be operated after the start-up training provided by Morbark or authorized dealer personnel with every purchase. Vast dealer network able to provide sales, service and support to the members. In 2025 we are implementing a new dealer excellence grading program to gauge and incentivize our dealer network in all areas, including governmental sales. Factory hosted parts and service trainings. We not only hold these for our dealers but also to direct customers. There are scheduled factory trainings, but we also offer customer site trainings at a minimal cost. A few examples of this in the past two years regarding members: (1) Santa Barbara County CA sent two mechanics to the factory in MI for technical service training, which we included in with their purchase of a new horizontal grinder and they will be sending two more in 2025. (2) City of Springfield MO, employee attended factory technical service training for their existing grinder. (3) NYS DOT and Morbark coordinated two on-site service trainings where 39 operators and mechanics were trained on tree care equipment that they currently own.	*

46	Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.	Safety is priority with our equipment, below are some of the prominent safety features on our tree care equipment: Brush Chippers >3-position electronic control bar, promoting safety by stopping or reversing feed wheels only. From a maintenance standpoint eliminates the previously used control bar linkage replacement - standard on brush chippers >Last chance pull cables located within the infeed to stop the feed wheels in the event they are pulled - standard on brush chippers >For chippers equipped with the optional winch, the winch safety device will not allow feed wheels to work unless the winch is hooked with pressure onto this device >Amber strobe lights - optional on brush chippers >Brush pusher paddle - optional on brush chippers >Bottom bump bar, which acts as an additional control bar to stop feed wheels but on the bottom of the infeed - optional on brush chippers Boxer Mini Skid Steers >movement halts when operator lets go of controls Rayco Stump Grinders >operator tether will not allow the cutter head to engage unless connected to the machine Rayco Articulated Wheel Loaders >cab is protected by ISO 3471 ROPS and ISO 3449 Level 1 FOPS certified canopy
47	Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.	Morbark BVR brush chipper >infeed design allows for better vision and easier feeding >operator controls on both sides of machine, ease of reach and vision Rayco Stump Grinders - manual controlled >padded valve handles >operator protections with curtain and swing out control window for safe viewing of work area Rayco Stump Grinder - remote controlled >remote is lightweight, easy to hold, can be ran with gloves on, and comes with neck strap Boxer Mini Skid Steers >Spring loaded platform which minimizes operator jarring Rayco Articulated Wheel Loaders >adjustable low-pro suspension seating
48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	Morbark's Maintenance Made Easy series of videos, accessible by QR code decals on the equipment are a great tool for the customers. Morbark's dealer network is trained on proper technical support and warranty procedures with a direct line of communication to factory experts for quick issue resolution. Trained dealer personnel will be graded as part of the 2025 grading system. If the member does not have a local authorized dealer they will work with factory reps. Morbark's dealer network is to be equipped with parts to service all products sold into their territory. This will be reviewed during the dealer grading system going into place in 2025. If the member does not have a local authorized dealer, they may order parts direct from the factory. Serviceability specific to the BVR brush chipper line: >Modular design allows major machine components (base, frame, infeed) to be changed much more efficiently, no need to cut, torch or weld anything, it is bolted together and can easily be removed and replaced. >Morbark ZeroClutch™ can be inspected and service on the machine, with no adjustment to engine or drive belt >Anvil can be adjusted from both sides of the machine, whereas previously required one to crawl under the machine >Chipper Knives are easy to inspect and change, accessible by opening the chipper hood. Also, the same knife is used across most models to reduce the number of parts to stock for a customer

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☒ Yes ☐ No	While Morbark LLC, does not hold any of these certifications - some of our dealers and resellers do.	*
50		Minority Business Enterprise (MBE)	☒ Yes ☐ No	The Akana Group Inc. TX - Federal Bidding Agreement Saw House Inc TX. - Authorized Tree Care Dealer	*
51		Women Business Enterprise (WBE)	☐ Yes ☒ No	None currently	*
52		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	None currently	*
53		Veteran-Owned Business Enterprise (VBE)	☒ Yes ☐ No	Upstate Equipment NY - Authorized Tree Care Dealer Savannah Equipment GA - Authorized Tree Care Dealer Stanley Parts & Equipment Co. TX - Authorized Tree Care Dealer	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	None currently	*
55		Small Business Enterprise (SBE)	☒ Yes ☐ No	The Akana Group Inc. TX - Federal Bidding Agreement	*
56		Small Disadvantaged Business (SDB)	☒ Yes ☐ No	The Akana Group Inc. TX - Federal Bidding Agreement	*
57		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	None currently	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
58	Describe your payment terms and accepted payment methods.	Municipalities, Education and Governmental Agencies automatically receive Net 30 day terms with Morbark. For other members such as non-profits, they are asked to submit a credit application to be offered Net 30 day terms with Morbark. ACH, Wire or Mailed Check are all acceptable payment methods.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	We work with NCL Government Capital when a member has a financing need outside of the Net 30 days.	*

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	'Sourcewell Quote' provided to the member will include: member's contact information, Sourcewell contract# and membership ID#, Terms, Quote#, Quote Date, Lead Time, Delivery Instructions (freight terms), Model Name and Year, Standard Specifications, Options quoted, Configured Total and Sourcewell Discount, additional line items such as freight, PDI, training, delivery, and Total. If a purchase order is provided by the member, Morbark will review to approve terms and conditions. By a member's request we may also provide a buying agreement which is the Sourcewell quote page including 'Morbark's Terms & Conditions', to be executed and returned in lieu of a purchase order. Morbark requests a tax exemption certificate or letter from the member if they are to be exempt.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, this is not a typical payment method for equipment and it has not been requested to date by a member for equipment payments. If a member was to want to use a p-card to pay for their equipment, we would notify them of what the current % fee would be for their agreement up front.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Sourcewell discount is a % off MSRP, applicable to the base machine price and all standard options as listed in the price books. SKU will be the Model Year/Name listed in the title bar of the quote, same layout as shown in 'price books' attached.	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tree Care Products: [Including 'Tree Care'; 'Remaining Eeger Beaver Models', 'Timberwolf', 'Boxer'] 13% off MSRP 'Industrial' Products 10% off MSRP 'Forestry Products' 10% off MSRP These discounts are the greatest discount we offer a direct customer and we feel are competitive in their respective industries. In an effort to increase our Tree Care Product Sourcewell sales, we are submitting at a 13% discount this RFP vs previous 13.5% in order to increase the dealer's margin by 0.5%. After thorough consideration, we are confident this discount to the member is still very competitive in the market and giving the dealer an incentive for increased sales will show benefits.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	This would be reviewed on a case-by-case basis, not something that comes up often in our industry.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	An example of this may be when a customer is looking to have an additional option added to their machine that we do not provide, but their local authorized Morbark dealer does. In this case, we take the cost from our dealer to install this option, add as a separate line item on the quote which is then accepted by the member and invoice to them with the piece of equipment. We do this occasionally and it is a smooth process as it allows everything to be approved together and invoiced together on PO for the member.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dependent on the product being sold, the needs of the member, and the dealer the following could apply, which would be determined by either Morbark or the authorized dealer. Pre-Delivery Inspection (PDI), Delivery, Installation, On Site Start-up Training, Additional options installed by the dealer or a 3rd party, Service Packages, Extended Warranties. Some of our older models still in our dealer's inventory may have material surcharges applicable.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	With all Sourcewell quotes, we obtain a freight estimate from our in-house logistics department, this estimate is added to the quote as a separate line item which is held for 30 days. Once the purchase order is obtained the freight amount is "locked in", given there are no changes to the quoted freight plans. If the unit ships first to a dealer or is in a dealer's inventory, there will be a "freight-in" charge which reflects from factory to dealer freight, then there may be a separate delivery charge dependent on dealer and distance to member, which is determined by the dealer.	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The process for quoting freight and delivery to these areas are the same for anywhere in the U.S. There may be more of a delay in obtaining the quote compared to that of the continental U.S.	*

69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Occasionally a member may choose to pick the unit up from the dealer, in this case they would bypass any delivery charges. If we ship the unit directly from the factory to the member, it will typically be quoted as FOB-Shipping Point. If the unit is first shipping to a dealer for PDI and later delivered to the member, it will be quoted as FOB-Destination. These shipping terms will be noted on the Sourcewell quote, and are flexible in some cases.	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	The strength in our Sourcewell sales process is that the quotes and orders are routed through Morbark LLC, with a Governmental Sales Specialist dedicated to this business, which ensures that we are meeting pricing and terms of the contract.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Governmental Sales Specialist tracks all governmental sales from beginning to end. This data is not only used for Sourcewell reporting, but also for forecasting and a better understanding of the market and participation by our dealer network. In January 2025, all Morbark sales staff will be utilizing Sales Force for customer management so this data tracking will evolve to include even more detail.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a 1% administrative fee. This is based on the sale price of the machine and its options, not to include any additional charges such as but not limited to: PDI, training, freight, extended warranties. We do not pass this fee onto the member or our dealers in anyway. This fee is approved for payment to Sourcewell after funds are received from the member. 1% is consistent with many of the Alamo Group company's fees already in place.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We do not offer a greater discount on any standing agreement with an end customer.	*

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

Line Item	Question	Response *	
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Brush Chippers, Stump Grinders, Articulated Wheel Loaders, Mini Skid Steers, Forestry Mulchers and Mulching Heads. Used units when available can be quoted as well upon request from the member. Per RFP_010925 language (II.B.3) states does not include those products in RFP#030923, which are: Horizontal Grinders, Tub Grinders, Whole Tree Chippers, Chiparvestors and Flails. While the answers in this RFP are primarily focused on the products targeted in RFP_010925, we will submit all products for consideration.	*
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Brush Chippers >Morbark BVR, our newest line of brush chippers ranging from 10"-18" capacity, in both gas and diesel engine options >Morbark Eeger Beaver, our previous line of brush chippers, both gas and diesel engine options, that our dealers may still have various models in their inventory and we are still producing our 20" capacity model, and our 14" and 18" track models. >Morbark Timberwolf or 'TW', 6"-8" brush chippers, both gas and diesel engine options as well as wheel and track options. Stump Grinders >Rayco line of stump grinders, depending on model wheel and track options available as well as remote function. We also offer two sizes of trailers as an option. Articulated Wheel Loaders >Rayco AWL offered in a 1800lb or 4000lb work lift capacity, as well as a full line of attachments. Mini Skid Steers >Boxer mini skid steers come in a range of models to fit the customers needs. We also offer a full line of attachments. Forestry Mulchers >Rayco forestry mulcher line ranging from 120hp to 415hp, depending on the model may be offered in either rubber or steel tracks, as well as optional cutting heads to meet the needs of the customer. Mulching Heads >Denis Cimaf DAF Front-Mounted mulching heads >Denis Cimaf DAF Boom-Mounted mulching heads >Denis Cimaf DXF Front-Mounted mulching heads	*

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
76	Tree cutting, trimming and removal equipment	☒ Yes ☐ No	Our Rayco forestry mulchers, and Denis Cimaf mulching heads fit this need.	*
77	Automated, remote, or robotic tree maintenance equipment	☒ Yes ☐ No	Remote option is available on some stump grinder and larger chipper models.	*
78	Stump cutters and grinders	☒ Yes ☐ No	We have a full line up of stump grinder models, both wheel and track units.	*
79	Brush and limb chippers	☒ Yes ☐ No	We have models to range from 6" to 20", and all the way up to whole tree chippers.	*
80	Portable tree and brush incineration equipment	☐ Yes ☒ No	We do not offer these products.	*
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	☒ Yes ☐ No	We sell mini skid steer attachments that are often universal to several models.	

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Price Books.zip - Friday December 27, 2024 16:44:05
 - [Financial Strength and Stability](#) - 2024 10K - Alamo Group.pdf - Friday December 20, 2024 14:20:00
 - [Marketing Plan/Samples](#) - Marketing_Training.zip - Friday December 27, 2024 16:46:16
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Standard Transaction Docs.zip - Friday December 27, 2024 16:55:48
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	☒	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	☒	1