

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
BRAGG INVESTMENT COMPANY, INC. *doing business as* COASTLINE EQUIPMENT  
FOR  
TRAIL KING INDUSTRIES, INC. TRAILERS WITH RELATED EQUIPMENT,  
ACCESSORIES, AND SERVICES  
City No. 60000031-25-O**

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**I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a Request for Proposal (RFP) Number 092922 for Trailers with Related Equipment, Accessories, and Services by posting the solicitation on Agency's website (Sourcewell Procurement Portal) at least ten (10) days before the proposal was due.

C. On December 15, 2022, based on the results of the competitive process, Agency awarded a contract with Trail King Industries, Inc. and executed the RFP Number 092922 for Trailers with Related Equipment, Accessories, and Services Contract, identified as Sourcewell RFP Number 092922-TKI, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1; and

D. On January 31, 2025, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Bragg Investment Company, Inc. *doing business as (dba)* Coastline Equipment (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Trail King Industries, Inc. Trailers with Related Equipment, Accessories, and Services consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

F. As of the date of execution of this Contract, Contractor is known and understood to be an authorized dealer of Trail King Industries, Inc. and is the City's authorized dealer for the purposes of this Contract. Trail King Industries, Inc. represents that the authorized dealer for the City is Contractor, and that City must purchase the goods and services through Contractor. As allowed under the Contract Documents, which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two Section C. Dealers, Distributors, and/or Resellers, authorized dealers are allowed. Contractor represents it is authorized to execute and sign this Contract as an

authorized dealer of Trail King Industries, Inc. for the City. As an authorized dealer of Trail King Industries, Inc., Contractor is authorized to utilize the Sourcewell RFP Number 092922-TKI Contract and its pricing to meet the needs of the City.

## **II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. **Incorporation.** This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. **Effective Date.** This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through December 20, 2026, with up to an additional one (1) year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year option within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. **Early Termination.** Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Trail King Industries, Inc., or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. **Compliance with Controlling Laws.** Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. **Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. **Jurisdiction and Venue.** The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. **Modifications.** The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and

conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

### **III. CONTRACT ADMINISTRATOR**

1. Contract Administrator. The Department of General Services, Fleet Operations Division (Department) is the Contract Administrator for the purposes of this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Fleet Operations Division  
Attention: Rex Ragucos  
2740 Caminito Chollas  
San Diego, CA 92101  
(619) 525-8535  
Rexragucos@sandiego.gov

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department  
Attention: Oscar Garcia  
1200 3<sup>rd</sup> Avenue - Suite 200  
San Diego, CA 92101  
OLGarcia@sandiego.gov  
(619) 236-6037

### **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$1,500,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

## V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits; the Sourcewell's Solicitation Number 092922; Trail King Industries, Inc.'s Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance; and the Agency Agreement (all of which include current pricing information and any pricing sheets, and any properly executed written amendment(s) to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). Pursuant to Article 4 "PRODUCT AND PRICING CHANGE REQUESTS" of the Agency Agreement, a fully executed Sourcewell Price and Product Request Form will be an amendment to the Agency Agreement and be incorporated by reference into the Agency Agreement; when this occurs, the Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Agency Contract and any properly executed written amendment(s) to the Agency Contract
- 3<sup>rd</sup> Trail King Industries, Inc.'s Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance
- 4<sup>th</sup> Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

## **VI. CITY'S ADDITIONAL TERMS**

1. **Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. **ADA Certification.** Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. **Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. **Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP):** Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. **Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. **Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. **Product Endorsement.** Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized dealer of Trail King Industries, Inc.

BRAGG INVESTMENT COMPANY,  
INC. *dba* COASTLINE EQUIPMENT,  
an authorized dealer of Trail King  
Industries, Inc.

By: *Ladd Blakely*  
Ladd Blakely (Mar 11, 2025 14:23 PDT)

Name: Ladd Blakely

Title: Branch Manager

Date: Mar 11, 2025

CITY OF SAN DIEGO

By: *C. Abarca*

Name: Claudia Abarca

Title: Director of Purchasing & Contracting

Date: Mar 11, 2025

Approved as to form this 12<sup>th</sup> day of  
March, 2025.

HEATHER FERBERT, City Attorney

By: *Markecia Simmons*  
Markecia Simmons (Mar 12, 2025 11:33 PDT)

Deputy City Attorney

Print Name: Markecia Simmons

**EXHIBIT 1: AGENCY AGREEMENT**

**Solicitation Number: RFP #092922****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Trail King Industries, Inc., 300 East Norway Ave., Mitchell, SD 57301 (Supplier).

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

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 20, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

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

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

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

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

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

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

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

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

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

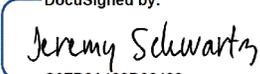
## **22. CANCELLATION**

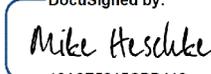
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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

Sourcewell

Trail King Industries, Inc.

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

DocuSigned by:  
  
 By: 10A2E5315CBB416...  
 Mike Heschke  
 Title: Dir. Of Government Sales  
 12/15/2022 | 12:28 PM CST  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coauette  
 Title: Executive Director/CEO  
 12/15/2022 | 12:30 PM CST  
 Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: Trail King Industries, Inc.  
Address: 300 East Norway  
Mitchell, South Dakota 57301  
Contact: Mike Heschke  
Email: mheschke@trailking.com  
Phone: 814-856-2056  
Fax: 605-995-6500  
HST#: 460320593

## Submission Details

Created On: Monday August 22, 2022 07:54:12  
Submitted On: Wednesday September 28, 2022 10:27:12  
Submitted By: Kara Kayser  
Email: karakayser@trailking.com  
Transaction #: 55b50d64-8ee0-458a-8d11-f95cc1b5e9df  
Submitter's IP Address: 216.249.231.227

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Trail King Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Trail King Industries, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1BW06
5	Proposer Physical Address:	300 East Norway Ave. Mitchell, SD 57301
6	Proposer website address (or addresses):	<a href="https://www.trailking.com">https://www.trailking.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Heschke Dir. of Government Sales 300 E Norway Ave Mitchell, SD 57301 mheschke@trailking.com 814-856-2056
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Heschke Dir. of Government Sales 300 E Norway Ave Mitchell, SD 57301 mheschke@trailking.com 814-856-2056
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Thomas Director of Sales 300 East Norway Ave Mitchell, SD 57301 ethomas@trailking.com 605-630-1198  Kara Kayser Marketing Manager 300 E Norway Ave Mitchell, SD 57301 karakayser@trailking.com 605-995-3618

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Trail King Industries began in 1974, primarily as a distributor and sales representative for manufacturers of agricultural equipment. As the 1970's drew to a close, the company's emphasis shifted away from the distribution of ag-related equipment in order to focus exclusively on the manufacture of Trail King Trailers.</p> <p>This focus on trailers, led to an expanded product line that included trailers designed not only to address construction-related applications, but to meet the needs of the Commercial and Specialized Hauling markets as well. In 2000, Trail King further expanded it product offerings with the purchase of Red River Manufacturing, based in West Fargo, ND. Red River had a well-deserved reputation for manufacturing outstanding live bottom, side &amp; bottom dump trailers for the agricultural, waste, and construction industries.</p> <p>Trail King was acquired by CC Industries, Inc. (CCI) in 2010. CCI is headquartered in Chicago, IL and is the holding and management company for the Crown families privately held operating companies. This acquisition afforded Trail King the expertise and support necessary to enhance Trail King's long-term strategic growth as North America's leading specialized trailer manufacturer.</p> <p>In 2015 Trail King acquired Dakota Trailer Manufacturing located in Yankton, SD. This added grain hopper trailers for the agriculture market to the Trail King product portfolio.</p> <p>Trail King's mission is to build the best trailers in the world for our customers' success. We accomplish this through our values of embracing change, investing in people, planning, and acting with facts, caring for the customer, and going the extra mile.</p> <p>Our growth plans and quality objectives are etched in the following:</p> <p>Provide the BEST Customer Experience</p> <ul style="list-style-type: none"> <li>• Challenge ourselves to be the innovative leader in our industry by constantly improving and updating products and services.</li> <li>• Seek out information and communicate with customers to consistently meet or exceed their expectations.</li> </ul> <p>Attain excellence in Quality Management</p> <ul style="list-style-type: none"> <li>• Invest in people through training, teamwork and auditing to achieve a culture of quality.</li> <li>• Focus on continuous improvement to reduce the cost of quality.</li> </ul> <p>Inspire Individual ownership of Quality</p> <ul style="list-style-type: none"> <li>• Promote and encourage personal ownership and pride in everything we do.</li> <li>• Perform actions that demonstrate trust and confidence in our team to produce defect free products.</li> </ul>
11	What are your company's expectations in the event of an award?	<p>Trail King Industries expects a mutually beneficial partnership that will bring sustained growth to both parties. We'll strengthen and develop new relationships within the SLED (state, local and educations) markets to generate additional market share, revenue, and brand recognition. We look forward to providing an excellent product and customer experience to Sourcewell Members. Our Marketing team is eager to promote the relationship across all our channels to engage both our dealers and Sourcewell Members.</p> <p>Strategically and diligently, our organization will work to become the fastest growing trailer and related equipment provider. Implementing our sales and marketing plan which will consist of a unified effort of the Trail King Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group and Service Staff, coupled with our world class dealer resources, routine training &amp; communication along with corporate marketing resources to gain further brand exposure and awareness for both Trail King and Sourcewell. Our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer boots on the ground contacting the customers face to face.</p> <p>Please see attached:</p> <ul style="list-style-type: none"> <li>• Sourcewell dealer flyer 2022</li> </ul>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Trail King Industries is part of a family of privately held companies owned by CC Industries, Inc., including other transportation-related manufacturing companies such as Great Dane (the largest manufacturer of commercial truck trailers in the world), Gillig (the second largest transit bus manufacturer in North America), and Johnson Truck Bodies (a leading manufacturer of temperature-controlled truck bodies).  Please see attached: <ul style="list-style-type: none"> <li>• JPMorgan Chase Reference – Trail King</li> <li>• Experian Report – Trail King</li> <li>• Dun &amp; Bradstreet – Trail King</li> </ul>	*
13	What is your US market share for the solutions that you are proposing?	For the markets we participate in and monitor (including Dumps, Flatbed Drop Deck, Grain Hopper, Lowbed, Tagalong, and Transfer) we are among the Top 5 manufacturers overall based on IHS-provided US registration data. In addition, we are also consistently the Top manufacturer of lowbed trailers and part of the Top 5 manufacturers for tag/tilt/utility trailers.	*
14	What is your Canadian market share for the solutions that you are proposing?	We sell a substantial amount of trailers into both Canada and other international markets, but do not have access to accurate market share data for those regions.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Trail King Industries has never petitioned for bankruptcy protection since incorporation.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Trail King Industries is an original equipment manufacturer. Our sales, sales support, service, and customer service/warranty staff are all direct employees of Trail King Industries. Our distribution network is comprised of over 400 independently owned and operated dealer locations across the US and Canada, as well as internationally. In most cases, our dealer network also serves as our frontline service providers. Trail King offers a robust communication and training program to keep our dealer network informed and up to date on important product and business developments.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Trail King Industries is currently licensed to do business in all 50 of the United States, Canada, and Internationally.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Trail King Industries has never incurred any suspension or disbarment of any form.	*

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Trail King Industries has upper management personnel that have held or are holding offices for numerous years with industry regulatory groups such as Specialized Carriers &amp; Rigging Association (SC&amp;RA) and Truck Trailer Manufacturers Association (TTMA). These affiliations help to keep Trail King's finger on the pulse of any new emerging technology or regulatory policy changes.</p> <p>2018- CCI Safety Conference held in South Carolina to recognize companies in their portfolio for outstanding safety. In the Environmental Health and Safety category Trail King was awarded Most Improved Company – Overall and the Yankton, SD location was recognized for one full year with zero lost time or restricted duty injuries.</p> <p>2020 – The Trail King West Fargo, ND facility recognized by the Truck Trailer Manufacturing Association (TTMA) as the safest facility in the Trailer Industry for 2020. The TTMA awards are given annually based on plant safety data from TTMA member companies that provide their annual OSHA 300A Summary Form. Each category is divided into three classes determined by plant size. West Fargo won the award for category B, medium sized factories.</p> <p>2021 – 40-year longevity award from the Specialized Crane &amp; Rigging Association  2021 – 40-year longevity award from the National Trailers and Dealers Association  2021 – Trail King was awarded Construction Equipment Top 100 New Products of 2021 Award for the Live Bottom product. The Top 100 New Products of 2021 Award program was conceived to call special attention to the most significant new products announced each year. These awards serve to emphasize innovations, highlighting manufacturers who are investing in research and development. Their investments pay off for equipment users in the form of greater productivity, efficiency, and safety. They also ensure a competitive marketplace.</p>
20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales to all government customer types represents approximately 5% of our total sales.
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New York OGS Contract: Averaging Over \$325,000 annually
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Trail King Industries does not currently hold a GSA contract.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
City of Sioux Falls	David Dekker	605-367-8833
South Dakota Department of Transportation	Tyler Green	605-773-2897
Padre Dam Municipal Water District	Neil sAmple	619-571-8225
Los Angeles City Fire Department	Mike Flores	323-309-0213
New York Department of Transportation	Dan Malone	212-839-2526

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not required	Government	California - CA	Trailers	\$46,347	\$2,100,000	*
Not required	Government	New York - NY	Trailers	\$56,270	\$2,100,000	*
Not required	Government	Colorado - CO	Trailers	\$106,527	\$1,100,000	*
Not required	Government	Arizona - AZ	Trailers	\$40,483	\$1,030,000	*
Not required	Government	Washington - WA	Trailers	\$48,344	\$483,445	*

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

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

Line Item	Question	Response *	
26	Sales force.	Trail King Industries employees fifteen District Sales Managers covering the US, Canada, and International markets. There are eight internal sales support positions focused on the equipment offered in this proposal. As stewards of the company, our mutual government customers, and the continued growth of cooperative contract purchasing, our sales force champions the government sales process throughout their respective areas of responsibility or territories. Well versed in government sales, our sales force coupled with our world class dealers, stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. All the above are direct employees of Trail King Industries.  See attached: District Sales Manager map - Trail King	*
27	Dealer network or other distribution methods.	Trail King Industries has the most extensive dealer/distribution network with over 400 independently owned and operated dealer locations spread across the US, Canada and International markets. Over 50% of the dealer network also handles construction equipment (CAT, John Deere, CASE etc.) with many of these dealers offering road service and travel to customer locations. Our entire dealer network is 100% committed to servicing trailer customers before, during and after the sale. We are proud to have a network of incredible dealers included in our Trail King family. They are an extension of our team and a valuable resource for our customers. Trail King dealers are known for their commitment to excellence in parts and service, as well as product expertise and on-hand inventory. Each and every dealer is dedicated to working with our customers to find the perfect solution for their hauling needs.	*
28	Service force.	Trail King Industries employs six customer support representatives dedicated to warranty support, eleven service technicians dedicated to service work, and four customer service engineers dedicated to solving both service and warranty issues. Our parts department consists of nine full time employees and a 24/7 internet-based, user-friendly parts tool for quick and convenient access to availability, pricing, ordering, and BOM lookup. All of the above are direct employees of Trail King Industries.  See attached: Customer Service-Support Contacts – Trail King	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Trail King's District Sales Managers, along with our local dealer salespeople, work side by side with Sourcwell members to provide a solution that best fits their hauling need. If a dealer is not located by the member, our District Sales Manager will work with them directly. A detailed quote is generated and sent to the member. Orders can be sent to our dealer or directly to Trail King for processing. All Sourcwell quotes are marked, and orders are flagged as Government upon entering. This allows for seamless creation of quarterly sales reports to Sourcwell.	*

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.	Trail King Industries prides themselves on Best Product, Best Service and Best Performance. Trail King accepts service requests by phone, fax, livechat or email. If a customer feels their issue is a warranty problem, several steps are taken to ensure rapid resolution. The trailer serial number (last 8 digits), model number, and purchase date must be presented to obtain a warranty authorization number. Claim forms have a space for the authorization number and all spaces completed before processing. A copy of the work order, any receipts for parts, outside purchases, and anything else pertaining to the warranty claim must be sent in with the claim form. Trail King requests that all parts replaced under warranty be returned and clearly marked with the claim number. Our representatives seek out information and communicate with customers to consistently meet or exceed their expectations. They make every effort to process claim requests the same day as received.  See attached: Customer Service-Support Contacts – Trail King	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Trail King is proud to serve our State, Local and Education (SLED) markets. Our 15 District Sales Managers along with our entire internal support staff and our 400+ dealer locations provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing, our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Trail King Industries' focus for a successful government sales business model. Well versed in government sales, our sales force coupled with our world class dealer organization, stand ready to serve government customers through the use of contracts to further the efficiencies of public procurement.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	With eight dealer principal locations located throughout Canada, Trail King is positioned to assist all participating entities with our two Canadian District Sales Managers and the support from our corporate office in the United States. We are currently serving Canada through RMA/Canoe.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are one of the largest construction trailer manufacturer in North America serving all of Canada and the United States.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We service all sectors of Sourcwell participating entities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We sell and service all of our trailer offerings in Hawaii and Alaska. We also support all US Territories through our dealer network. Additional freight when using a freight forwarder will be added to the account for the additional shipping charges either door to door and/or door to port depending on the customers needs.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Trail King Industries has a marketing team with numerous methods available to promote our newly acquired contract. This would include but not be limited to digital and print advertising, social media posts, web site updates, press releases, email blasts, etc.</p> <p>Award of the contract would be announced through press releases and industry publications and organizations. Digital communications and email to our dealer network would further highlight the contract. We would then support our sales team and dealer network by providing an updated marketing toolkit. The Sourcewell logo would be incorporated to all current literature.</p> <p>Our website is a primary source of information. We've highlighted the contract on our site and added Links to Sourcewell. Trail King is proud to serve our SLED (state, local and education) markets with trailer products and services. We focus on providing customers with the convenience of not having to duplicate the bidding process, saving time and money. Our positioning statement offers an easy way to purchase exactly what they need at an affordable cost.</p> <p>Continual promotion of the contract would occur through Trail King's participation in government and industry trade shows both domestically and internationally.</p> <p>Lastly, we would use this contract as a tool to pursue additional state contracts similar to our existing contract with state of New York, for example.</p> <p>See attachments:</p> <ul style="list-style-type: none"> <li>• Sourcewell Dealer Flyer – Trail King</li> <li>• Trail King – Literature Sample</li> <li>• Trail King – Services Brochure: Finance, Parts and Refurb</li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Trail King Industries is active on all the top social media platforms including Instagram, Facebook, LinkedIn, Twitter, and YouTube. We utilize both organic and inorganic posts to promote our products across all of these channels. We regularly run promotions and targeted ads for lead generation. We run AdWords through Google Analytics and evaluate the effectiveness of our campaigns. SEO keywords are strategically utilized to help customers find our products. All of our advertising efforts are available in all digital formats for download across multiple government-oriented publications.</p> <p>Since our last contract award, Trail King launched a new website designed to offer a user-friendly experience with improved navigation and functionality. With a heavy focus on making the customer experience better, Trail King offers updated content to reflect their new mission and more of what customers and dealers want. We've also added a LIVE CHAT feature on our website promoting another way to contact us.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We would look for Sourcewell both to be actively involved in our sales training process and to be available as a resource for questions or other needs that arise during the contract term. Additionally, easy to access marketing and other materials through Sourcewell's web site as well as industry exposure through Sourcewell's web site and trade show presence would be helpful marketing tools. Trail King Industries would view this collaboration as valuable assistance toward promoting the contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The nature of highly customizable and configurable product does not readily allow for the use of an e-procurement system. Our knowledgeable sales and support staff, as well as our extensive dealer network, are there to assist the customer throughout the entire order process. The unique requirements and regulations around the trailer industry demand a high level of expertise to ensure compliance and best fit to your application. We have not identified an e-procurement system that can provide this level of assistance to our customers. We have added our products to Sourcewell's proprietary e-procurement system, although members will still need to work with a Trail King representative to place an order.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Trail King Industries and its dealers offers product, equipment, maintenance, and operator training on every trailer delivered free of charge. This is generally conducted at the customer's request when a trailer is delivered. Customers are also welcome at any of our manufacturing facilities for additional training opportunities and hands-on product experience. Each trailer is delivered with a specific operations and services manual that is customized to their unique build. This manual extensively covers operation, safety, service and maintenance information of our equipment.	*
41	Describe any technological advances that your proposed products or services offer.	Trail King Industries is continually seeking out new advances for the trailer industry. Just recently adding a new laser cutting table that provides the ability to keep our plant operating continuously 24/7. The plant also added a brand new 340-ton press brake. All will provide unparalleled manufacturing capability and increase our already high-quality standard. Trail King's engineering department continues to explore new ways of making our trailers stronger yet lighter than any of our competition. This department has 13 Design Engineers, 9 Project Engineers, 4 Engineering Technicians, and 6 Senior Engineers in Management working on making Trail King trailers the most cutting-edge manufacturer in the industry. We utilize advanced computer analysis and road simulators to design our trailers efficiently. Our engineering group verifies computer results using strain gauge testing on live trailers so that we are confident in our designs' real-world performance. Our experience in custom trailers and pioneering designs within the industry is unrivaled.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Trail King Industries is always looking to discover new ways of decreasing our carbon footprint. We recycle as much material as possible this includes (wood, paper, cardboard, aluminum, steel, and plastic). We also recycle different products during our manufacturing process. This would include all the different kinds of blast media used to clean trailers before paint, all aluminum and steel dust created from our burn tables, and all types of metal consumables. Trail King also puts a lot of effort into creating an energy efficient manufacturing environment. Our facilities have been upgraded to utilize LED and High Efficiency lighting. All pumps used for our paint process have been upgraded to high efficiency models. Our primary wash bay was upgraded to 100% water recycling systems to reduce chemical use, water consumption, and wastewater outflow. Special high speed overhead doors have been installed to reduce heat loss during the cold winter months. Recently Trail King, changed the paint product we use on all trailers to a zinc-rich primer with paint on top to reduce corrosion and increase product durability.</p> <p>Trail King Industries has invested heavily into the wind energy market since the beginning. We developed the original wind turbine trailer over 19 years ago and have been at the forefront of design for that particular product ever since. Our trailers have been essential to the industry in constructing wind tower projects across the country by hauling nacelle, tower sections, and blades.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>When appropriate Trail King Industries utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Trail King Industries aggressively seeks out all small business concerns. These include veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged, women-owned, and Native American owned. We continue to strive to discover these types of entities.</p> <p>Our current supplier network includes 155 Small Businesses, 1 Veteran Owned Business, 1 Small Disadvantaged Business, 10 Women Owned Businesses, and 1 HUBZone Business.</p>	*

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Trail King Industries prides itself on being the number one CUSTOM trailer manufacturer in the world.</p> <p>Our quality objectives are stated throughout every manufacturing facility because every employee contributes to them.</p> <ul style="list-style-type: none"> <li>• Provide the BEST Customer Experience: Seek out information and communicate with customers to consistently meet or exceed their expectations.</li> <li>• Attain excellence in Quality Management: Focus on continuous improvement.</li> <li>• Inspire individual ownership of Quality: Promote and encourage personal ownership and pride in everything we do.</li> </ul> <p>Trail King Industries has built a reputation for quality, reliability and performance that is unsurpassed. Our team has decades of experience working closely with customers to customize a product for their needs. Our track record as the leader in specialized hauling provides a level of trust to execute on custom projects that perform. What's more, customers are offered engineering support beyond the sale, providing guidance, and even designing additional components to expand the current system or accommodate future projects.</p> <p>From humble beginnings, to who we are today -- Trail King has always kept one thing a priority, our customers' success. We don't just sell trailers. We provide hauling solutions.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Trail King Industries' warranty encompasses all trailer models as well as parts and labor for all warranted items. All other warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' Equipment will be assigned, if contractually permitted, to the purchaser. The warranty excludes such parts or accessories which are not defective but may wear out and have to be replaced during the warranty period, including, but not limited to, light bulbs, paint, brake lining, brake drums, wood pieces and equipment that has been repaired, replaced, or altered by someone other than Trail King Industries or one of its authorized dealers.</p> <p>See attached:  Warranty Authorization Form - Trail King  Warranty Procedure Form - Trail King  Limited Warranty - Trail King</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Trail King Industries' warranty terms do not impose usage restrictions, other than term limits, provided that the equipment is operated by the purchaser in accordance with the practices approved by Trail King Industries with loads not exceeding the manufacturer's rated capacities and with loads that are not abrasive or corrosive in nature.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Trail King Industries utilizes its dealer network to perform service work on most warranty issues. We require the purchaser to bring the trailer in question to one of our authorized dealer locations or they can take it to the facility of their choice if approved by Trail King. If necessary, Trail King will make arrangements to bring the unit to one of our factory locations or have our service truck visit the customer location.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In the event that Trail King Industries cannot provide a certified technician, we will seek out preferred repair facilities that are close to the customer. Some individuals have relationships with repair facilities and would prefer to use them. Trail King's goal is to achieve the most time efficient way to repair any issues.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties, if any, extended by the makers and suppliers of component parts, accessories, or other goods included in the manufacture of Trail King Industries' equipment will be assigned, if contractually permitted, to the purchaser.
51	What are your proposed exchange and return programs and policies?	The quoting and order management processes used by Trail King are very detailed and designed to alleviate any need for return. We have an expert sales and support staff with deep technical and application knowledge. They work with customers all the way through the process to make sure they receive the exact product needed. However, if something unforeseen were to occur which required this level of attention, Trail King would work with the customer to make sure it was resolved satisfactorily.
52	Describe any service contract options for the items included in your proposal.	Trail King Industries does not offer any service contract options.

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Trail King Industries offers standard Net 30 terms with a 1% discount if paid within 10 days.
54	Describe any leasing or financing options available for use by educational or governmental entities.	TRAIL KING FINANCE offers a full suite of financing structures, including loans, finance leases, TRAC & Municipal leases, making it easier than ever to own a Trail King trailer. 100% equipment financing on most deals. Approval of transactions up to \$500,000 with just a completed credit application. Credit decisions usually within 24 hours. Approval on a wide range of credits, from owner-operators to large companies, Governmental to Municipalities. Competitive rates are comparable with national leasing and financing companies. There is a minimum financing amount of \$10,000 with no upper limit.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Trail King Industries starts the order process with providing a trailer quotation to authorize Sourcewell members. Once the order is placed, we send out an acknowledgment for the customer to verify that pricing and specifications are correct.  See attached: Trail King – Quote Sample Trail King – Acknowledgment Sample Trail King – Invoice Sample
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Trail King Industries fully accepts the P-card procurement and payment process with an additional 3% fee.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Trail King Industries publishes its pricing through a number of model-specific price pages. The price pages are structured to price for the base model encompassing all the standard equipment on the first line. Subsequently, there are a number of categories listed under the base model pricing containing options and additions. At this time there are no special line-item or product-category discounts. All pricing for this proposal is based on a single, standard discount rate off list price, as described below.  If customers decide to make changes later in the order process, a change order fee of \$150-\$300 will be imposed dependent on the change and availability of parts and supplies.  See attached: Price Pages – Trail King
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Trail King Industries is offering a 15% discount from our published list pricing.  Throughout the term of the contract, Trail King Industries may offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Trail King Industries will offer an additional 2% discount on orders of five or more trailers. The discount is only applied when the purchaser orders five like-model trailers subject to a simultaneous manufacturing run.  Throughout the term of the contract, Trail King Industries may offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities.

60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any sourced products outside of our current catalog would be added with a unique option number. Each such number would supplement the base model and contract items being quoted. This would all be accomplished with our standard quote template document and afford every Sourcewell member the opportunity to customize their equipment as desired. The flat rate discount discussed above in this RFP would then apply. Trail King Industries has a professional sourcing department that can efficiently find any trailer component needed at a competitive rate.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Trailer inspection and set-up is normally handled by one of Trail King Industries dealer representatives. This is handled on an hourly rate of \$180.00 per hour and is payable directly to the dealer representative. Additional total cost of acquisition may include items such as dealer installation of parts and accessories, inspections, environmental disposal costs, material surcharges, freight forwarding costs, air freight costs. Freight charges are dependent on the trailer type and delivery location.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Trail King Industries' Logistic Department has a variety of options available. Most of our Material Hauling trailers (Side Dump, Bottom Dump and Construction Live Bottom) are tall and require us to hire a tractor and pull the unit to the proper destination. A cost is obtained from a carrier specializing in this form of transportation. This method is sometimes requested by the customer on other trailer models as well. We can also load a customer's unit on top of a trailer with other units that have a delivery destination similar to the Sourcewell Member. Trail King Industries has established freight zones maps and rate schedules that correspond to the location of where the unit is manufactured. The Sourcewell Member is always welcome to call Trail King Industries and discuss the method that works best for their situation or make their own shipping arrangements. Currently, freight charges are very volatile and may change between order and time of completion.  See attached: Freight Zone Map - Trail King	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We contract delivery to these locations using the best rates available. Our logistics department has extensive knowledge in shipping trailers all across the globe. Typically, we will ship to the local dealer who can then pass freight costs through to the Sourcewell Member.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Trail King Industries' Logistic Department will work with every customer to provide the best delivery option available. With numerous resources and a high volume of trailers shipped daily, all member agencies can be assured to receive their trailers in the most advantageous manner. Our logistics department has extensive knowledge and experience shipping trailers all across the globe and can help determine the best option for each customer.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	<p>Pricing offered in response to this Sourcwell RFP is the most aggressive pricing in the country for GPOs, cooperative procurement organizations, state purchasing departments, municipalities, universities, or school districts. Because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discounts considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.</p> <p>See attached: Trail King price pages</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to provide the name of the purchasing entity and any affiliations they have before an order is accepted by Trail King Industries. Trail King's District Sales Managers along with our Dealer Sales Representatives that prepare quotes for our customers, go thru training on the Sourcewell quote process and requirement obligations. This includes verifying customer eligibility and flagging each opportunity that qualifies on the quote provided to Sourcewell customer. All pricing is manually verified upon order placement and again at time of invoice to identify any potential discrepancies. All orders received by Trail King are coded by customer type. In the case of this contract, all orders will be coded as government and then verified again against the Sourcewell membership list. We run quarterly reports for orders invoiced and flagged as government and compare the customers on this list with members listed on Sourcewell's website. Internally we run reports every month and identify any discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell. The reporting and auditing process is administered by Trail King Industries corporate
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a new contract, some of the internal metrics that Trail King Industries will track to measure success are: 1) New members using our Sourcewell contract. 2) Number and ratio of formal bids that are being requested by our Sourcewell eligible customers, along with the number of orders placed. 3) Market share, Industry specific data. 4) Customer demographics: (ex. City, county, municipality, k-12, university, state agency) and location. 5) Sales revenue growth, along with continued training for 100% of District Sales Managers on benefits and use of contract.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Trail King Industries proposes an administrative fee structure of no more than 2%. This proposed discount will allow Trail King to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Trail King Industries is offering a full line of trailer models covering the commercial, construction, agricultural, and material hauling markets. We are also offering a number of value-added services such as financing, refurbishment, and aftermarket parts.</p> <p>Trail King Industries is an original equipment manufacturer of trailers. We manufacture a complete line of trailers ranging in load capacities from 12,000 to 1,000,000 pounds serving a wide variety of applications and markets. We will work with every Sourcewell member to provide a trailer solution that best fits their hauling needs. An overview of our trailer lines is listed below:</p> <p>A full line of Open Deck trailers including: Hydraulic (Construction and Commercial) Detachable Gooseneck Trailers, Folding Gooseneck Trailers, Container Chassis Trailers, Mechanical Detachable Gooseneck Trailers, Jeeps, Joe Dogs, Flip Axles, Pin on Axles, Hydraulic &amp; Air Boosters, Multi-Axle Hydraulic Detachable Gooseneck Trailers, Multi-Axle Mechanical Detachable Gooseneck Trailers, Hydraulic Detachable Extendable Trailers, Mechanical Detachable Extendable Trailers, Full Width Decks and Deck Extensions, Rail Deck and Rail Deck Extensions, Aluminum-Steel Combo Step Deck Trailers, Hydraulic Sliding Axle Trailers, Hydraulic Tail Trailers, Hydraulic Sliding Tail Trailers, Rollback Trailers, Tag Trailers, Tilt Trailers, Utility Trailers, and Tilt Utility Trailers.</p> <p>A full line of Material Hauling trailers including: Bottom Dump Trailers (both regular and ultra-light models), Steel Side Dump Trailers, Live Bottom Trailers (both regular and heavy duty models), Eight Axle Heavy Duty Live Bottom Trailer and Converter Dollies.</p> <p>Agricultural trailers including: Mechanical Detachable Trailers and Hydraulic Detachable Trailers.</p> <p>Trail King Industries also provides a number of value-added services including the following:</p> <p>Trail King Industries' Finance department offers a full suite of financing options including loans, finance leases, TRAC leases and Municipal lease. Transactions up to \$500,000 can be approved with just a completed application and approval occurs within 24-48 hours. Up to 100% financing of the equipment (including FET) is available under both loan and lease options.</p> <p>Trail King Industries' Service department offers service and refurbishment programs designed for Trail King trailer owners to extend the useful life of their equipment. The program includes a comprehensive assessment of the trailer and a free estimate for service or refurbishment. Customers can tailor this program to meet their desired outcome. All work is performed at our Factory Service Center in Mitchell South Dakota.</p> <p>Trail King Industries' Parts department includes access to a vast number of in stock parts complete with an online database and ordering system. Our online parts database includes parts lookup by number, description, or VIN and offers competitive pricing and direct shipment for our dealers. Customers are able to lookup their trailer by VIN number to see a list of parts and drawings specific to their trailer.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Trail King Finance – Offering Loan and lease options</p> <p>Trail King Refurb/Service – Extend the useful like of your equipment by bringing back to like new condition.</p> <p>Trail King Parts – Immediate parts availability with 24/7 online access</p>

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

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

Line Item	Category or Type	Offered *	Comments
71	Semi, utility, dump, lowboys, tags, hydraulic lift, flatbeds, deck overs, drop-deck tilt, rollbacks, slide axle, tanker, gooseneck, car haulers, stock, cargo, sport, walking floor, roll-off, storage, construction job, and refrigerated	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>With the exception of the following statement.</p> <p>Trail King Industries does not currently offer tanker, livestock, enclosed cargo, walking floor, storage, construction job or refrigerated trailers</p>
72	Mobile offices and concessions	<input type="radio"/> Yes <input checked="" type="radio"/> No	Trail King Industries does not currently offer any of these products.
73	Mobile command stations and incident response	<input type="radio"/> Yes <input checked="" type="radio"/> No	Trail King Industries does not currently offer any of these products.

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

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

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

**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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Trail King price pages 092122.xlsx - Monday September 26, 2022 08:28:31
  - [Financial Strength and Stability](#) - Financial Strength - D&B, Experian, JP Morgan (Trail King) 092622.zip - Monday September 26, 2022 08:37:17
  - [Marketing Plan/Samples](#) - Marketing - Literature, Dealer Flyer, Finance, Parts & Refurb - Trail King.zip - Tuesday September 27, 2022 14:42:20
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty - Warranty, Procedure, Authorization - Trail King.zip - Monday September 26, 2022 09:12:33
  - [Standard Transaction Document Samples](#) - Standard Transaction - Acknowledgement, Invoice & Quote Sample -Trail King.zip - Monday September 26, 2022 15:37:45
  - [Upload Additional Document](#) - Additional Documents -Trail King.zip - Wednesday September 28, 2022 07:55:20

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_5_Trailers</b> Wed September 21 2022 04:26 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Trailers</b> Tue September 20 2022 08:40 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Trailers</b> Mon September 19 2022 12:24 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Trailers</b> Wed September 14 2022 03:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Trailers</b> Tue September 13 2022 07:51 AM	<input checked="" type="checkbox"/>	1

## EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Vendor” or “Supplier” in the Agency Agreement shall mean and be understood to be “Trail King Industries, Inc.” , “Bragg Investment Company, Inc.” and “Coastline Equipment”. All references to “Authorized Dealer(s)”, “Authorized Distributor(s)”, or “Authorized Resellers(s)” in the Agency Agreement shall mean and be understood to be “Bragg Investment Company, Inc. *dba* Coastline Equipment”.

2. Invoice Detail. Contractor’s invoice must be on Contractor’s stationary with Contractor’s name, address, and remittance address if different. Contractor’s invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable [PWAcctsPayable@sandiego.gov](mailto:PWAcctsPayable@sandiego.gov)

3. Delivery and Inspection. As described in the Contract Documents.

4. Warranty. As described in the Contract Documents.

5. Insurance. As described in the Contract Documents.

6. Indemnification; and Liability. As described in the Contract Documents.

7. Purchases under this Contract must comply with all applicable laws and regulations, including the City’s Transparent and Responsible Use of Surveillance Technology Ordinance requirements set forth in SDMC section 210.0101 et. Seq.

8. The remaining portions of the Agency Agreement shall remain in full force and effect.

## **EXHIBIT 3: PRICING PAGES**

**Trail King #092922-TKI**



Pricing for contract #092922-TKI is provided at 15% off published list price to Sourcewell participating agencies.

Trail King Industries may offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities.