

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Cargo Group Trailers, LLC, 1503 McNaughton Ave., Elkhart, IN 46514 (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 Sourcwell 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. Sourcwell, 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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.

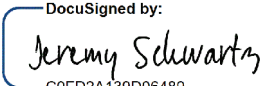
22. CANCELLATION

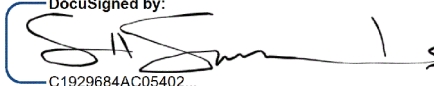
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

American Cargo Group Trailers, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
12/15/2022 | 12:16 PM CST
Date: _____

DocuSigned by:

By: C1929684AC05402...
Scott Samuels
Title: Director of Marketing
12/21/2022 | 10:32 AM CST
Date: _____

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
12/21/2022 | 10:36 AM CST
Date: _____

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

Vendor Details

Company Name: American Cargo Group

Does your company conduct business under any other name? If yes, please state: Wells Cargo, Haulmark, American Hauler and UltraLav

Address: 1503 McNaughton Ave.
Elkhart, Indiana 46514

Contact: Scott Samuels

Email: scott.samuels@americancargogroup.com

Phone: 574-607-3326 5280

HST#:

Submission Details

Created On: Monday August 22, 2022 10:40:47

Submitted On: Thursday September 22, 2022 16:46:57

Submitted By: Scott Samuels

Email: scott.samuels@americancargogroup.com

Transaction #: 9d6b0691-4cbc-4c43-b646-1c941dbce43f

Submitter's IP Address: 207.32.236.122

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")	American Cargo Group Trailers, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Haulmark, Wells Cargo, and American Hauler
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Haulmark, Wells Cargo, and American Hauler
4	Provide your CAGE code or Unique Entity Identifier (SAM):	LNx6G66EZCS5 Note: American Cargo Group is in the process of being acquired by Tuckahoe Holdings. This Unique Entity ID reflects the address of where the new company is incorporated. Once the sale is complete, the address (on SAM.GOV) will be updated to reflect our Corporate Office address which is noted on question #5.
5	Proposer Physical Address:	1503 McNaughton Ave. Elkhart, IN 46514
6	Proposer website address (or addresses):	www.americancargogroup.com www.wellscargo.com www.haulmark.com www.americanhauler.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Samuels Director of Marketing 1503 McNaughton Ave. Elkhart, IN 46514 scott.samuels@americancargogroup.com 574-612-6434
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Nichols VP Sales mike.nichols@americancargogroup.com 254-495-2183

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	American Cargo Group (ACG) was formed in August of 2018, at which time it acquired the existing brands of American Hauler, Haulmark, and Wells Cargo. Wells Cargo was originally founded in 1954 and is credited with pioneering the enclosed cargo trailer industry. Haulmark, established in 1977, spent many years as the number one top selling enclosed steel trailer manufacturer in the United States. American Hauler, founded in 2003, is an established name in the Midwest and Canada with approximately 120 dealers.
11	What are your company's expectations in the event of an award?	The expectation of ACG is to build strong relationships with Sourcwell's member community who are in the market for an enclosed cargo trailer(s). We will use all our resources and experience to match them with the specific trailer that will best fit their needs, and ultimately sell them a trailer that will exceed their expectations.
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.	American Cargo Group is a privately owned company and prefers not to share sensitive financial information. The owner is Robb Kaufman. Robb Kaufman is a true entrepreneur. He owns over 20 different business entities (not including ACG) with the most well known is Kaufman Trailers. Kaufman Trailers was founded in 1987. (Kaufman Trailers is NOT part of this RFQ submission.) At the time of this application, American Cargo Group is in the process of being acquired by Tuckahoe Holdings based in Richmond, VA. Once consummated, this new ownership structure will greatly strengthen American Cargo Group's financial strength. Here is a link to Tuckahoe Holdings: https://www.tuckahoeholdings.com/
13	What is your US market share for the solutions that you are proposing?	According to Statistical Surveys, Inc., American Cargo Group (ACG) has a 6.5% US Market Share for enclosed trailers. That ranks ACG 3rd among all enclosed trailer manufacturing companies. The enclosed trailer marketplace is highly fragmented. American Cargo Group is one of only three (3) enclosed trailer manufacturers with an established national distribution footprint with six (6) strategically located factories across the United States.
14	What is your Canadian market share for the solutions that you are proposing?	While there is no official market share data for Canada, ACG does have five manufacturing facilities that produce enclosed trailers for the Canadian market from British Columbia to Quebec. ACG has over 70 dealers in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
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?	ACG would best be described as a manufacturer. We have an internal sales staff (employees) including Territory Sales Managers (TSM) and Dealer Support Specialists (DSS). Our sales staff's primary duties relate to supporting our nationwide dealer network. Our dealer network is made up of independent businesses (not company-owned). Our corporate office in Indiana does have an Indiana Dealer License for our UltraLav Mobile Restroom division. If we deem it in the best interest of any Sourcwell member, we have the ability to process any trailer sale through this sales channel. However, in most cases, an authorized ACG dealer will process the trailer sale.
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.	American Cargo Group (ACG) sells primarily through our nationwide dealer network. ACG has proper manufacturing certifications to sell to dealers in every state except Louisiana. ACG is currently working to be recertified to sell to dealers in the state of Louisiana. ACG, on occasion, does sell direct to the end user through our UltraLav Mobile Restroom division and has an up-to-date Indiana dealer license. All our fleet certified dealers have up-to-date dealer licenses and sell to customers nationwide.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

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	In 2020, Statistical Surveys, Inc. (SSI) awarded American Cargo Group with two awards: 1.) #1 Trailer Manufacturer Market Share Increase ALL TRAILER SEGMENTS 2.) #1 Trailer Manufacturer Market Share Increase Enclosed Trailers.
20	What percentage of your sales are to the governmental sector in the past three years	Less than 10%
21	What percentage of your sales are to the education sector in the past three years	Less Than 5%
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?	None
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?	None. We do have some independent dealers that have GSA contracts.

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 *
LaGrange County Commissioners	Zachary Holsinger	(260) 499-6431 zholsinger@lagrangecounty.org
US Forest Service	Chris Reynolds	chris.reynolds@usda.gov
National Park Mount Rainer	Geoff Walker	(360) 569-6691 geoff.walker@nps.gov

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 *
See List	Government	Indiana - IN	As noted before, American Cargo Group utilizes a dealer network to sell our trailers. While we strongly encourage our dealers to properly register sold trailers, often we are not directly aware of the final customer and/or application. Please see attached list of some of our many Government and Education customers.	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A
See List	Government	Indiana - IN	N/A	N/A	N/A

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.	American Cargo Group currently has six (6) manufacturing facilities located in Bristol, IN, Elkhart, IN (2 plants), McAdoo, PA, Waco, TX and Ogden, UT. American Cargo Group has 7 Territory Sales Managers. Each Territory Sales Manager has at least one Dealer Support Specialist (i.e., Inside Sales). These are all full-time employees of American Cargo Group
27	Dealer network or other distribution methods.	American Cargo Group has over 800 authorized dealers representing our four brands across the United States and Canada.
28	Service force.	Most, not all, of our authorized dealer network have some level of service/repair capabilities. Those that don't, often have local connections with independent service/repair facilities. Lastly, we have a fully staffed Parts and Warranty department that can assist in finding service/repair facilities.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	American Cargo Group will take a multi-pronged approach to the ordering process based on which sales channel will best service the needs of Sourcewell's participating members. There are three (3) potential sales channels: 1.) one of our 800 nationwide authorized dealers 2.) one of our recognized Fleet Approved Dealers* 3.) Direct Sale through our in-house UltraLav Mobile Restroom division that has an Indiana Dealer License. All Sourcewell sales leads will be funneled through a dedicated Account Manager who will work closely with your members and guide them through the ordering process. To your members, the entire process should be seamless regardless of which sales channel ends up consummating the trailer transaction. *Authorized Fleet Dealers are dealers identified by ACG as qualified to handle larger key accounts. They have a dedicated and experienced staff with exceptional product knowledge, service capabilities and connections with a network freight companies for reliable and cost-effective product delivery.
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.	American Cargo group is a large company with six manufacturing facilities, a Sales Department (16 people), a Warranty Department (6 people), a Parts Department (6 people), Shipping Dispatchers (6) and CAD Support (3). All these resources will be utilized in this contract with Sourcewell to ensure your members have a positive purchasing experience. In addition, the dedicated Account Manager will act as the orchestrator of all these resources with the end goal of complete customer satisfaction.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	American Cargo Group is able and willing to provide trailer sales to all 50 states and US territories. The only potential restriction, as noted below, is the availability and cost of transportation. Each of our facilities has a dedicated Transportation/Dispatch Coordinator whose sole responsibility is to arrange reliable and cost-effective trailer shipment options to our dealers and for this contract Sourcewell members as well.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	American Cargo Group is able and willing to provide trailer sales in Canada. We currently have over 70 dealers in Canada. Five of our manufacturing facilities routinely sell and ship trailers to Canada. The only potential restriction, as noted below, is the availability and cost of transportation.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	As noted earlier, American Cargo Group currently cannot sell to "dealers" in the state of Louisiana. That situation is being actively rectified. However, there is no restriction to sell to an "end customer" (i.e., Sourcewell member) in Louisiana through another dealer outside the state of Louisiana or from our direct sales channel (our UltraLav Division).
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ACG ability to serve these geographic locations is only limited by the availability and cost of transportation services, i.e., freight. Example: Hawaii and Alaska can be quite expensive to freight/ship trailers. ACG does have dealers in Alaska and Hawaii. Regarding offshore trailer delivery, ACG will arrange delivery of the trailer to the appropriate shipping dock. Sourcewell member will be responsible for arranging container and overseas shipping arrangements.

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.	American Cargo Group (ACG) has an in-house Marketing Department responsible for literature, websites, video, social media, on-line marketing, and trade shows. All marketing channels are being used to drive brand awareness to the ACG brands. ACG will be attending the EQUIP Show in October and the WWETT Show in February -- both attract attendees in the government, education, and non-profit space. ACG also works with outside Advertising/Marketing Agencies on projects outside the scope of our in-house marketing capabilities.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ACG utilizes social media (Facebook, Twitter, Instagram and YouTube) to further build brand awareness and strengthen brand loyalty among retail customers. We also utilize Google Ads to drive traffic to our websites. One area that demonstrates our investment in technology is our leading-edge online Dealer Portal/QuoteBuilder. This allows dealers to track their orders, generate professional looking quotes, and works as the primary communication tool with our dealers. Sourcewell members will NOT have access to this program, but our Dealer Portal/QuoteBuidler will be used to service Sourcewell members. This program highlights our marketing effectiveness and commitment to technology.
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?	ACG views Sourcewell as a business partner to help bring awareness of our enclosed trailer products to your association members. This is a new venture for us, so we may require some early training and support on the entire Sourcewell Cooperative Purchasing process. Also, a dedicated point of contact at Sourcewell for ACG to ask questions, get advice, make suggestions, etc. would be helpful.
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.	N/A

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is not offered or necessary in most cases. An Owner's Manual (via QR Code) is included with each trailer. If the trailer includes any 3rd Party components, their documentation is also included. Also, the Account Manager can assist with any questions and/or our Customer Service Department accessible via our toll-free phone number. Lastly, our nationwide dealer network routinely assists customers with trailer questions and best practices.
41	Describe any technological advances that your proposed products or services offer.	All the brands of ACG (Haulmark, American Hauler, and Wells Cargo) feature top quality components including Dexter Axles and Assembled-in-the-USA LED Lighting by TecNiq. ACG has the resources, contacts, and experience to fulfill almost any trailer configuration or application.
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.	N/A
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>American Cargo Group is a member in good standing of the National Association of Trailer Manufacturers (NATM). The NATM Compliance Verification Program (CVP) is a mandatory program for all NATM member trailer manufacturers. This program involves multiple components, all of which are geared toward creating safer trailers and in turn, safer roadways.</p> <p>The program begins with the Guidelines for Minimum Recommended Manufacturing Practices (Guidelines). The Guidelines are a compilation of applicable Federal Motor Vehicle Safety Standards, regulations, and industry best practices. The purpose of the Guidelines is to create easy access to reference materials and federal regulation with which trailer manufacturers are required to comply. Each of our six (6) manufacturers on a yearly basis is inspected by the NATM compliance team to ensure we are following the Compliance Verification Program requirements.</p> <p>Note to Sourcwell: I would be highly suspect of any trailer manufacturer that is not a NATM member and in compliance with the CVP requirements.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>I think it is fair to say that no other trailer manufacturer has the breadth and depth of our product offering. The brands of American Cargo Group represent some of the most established and respected names in the trailer industry. Wells Cargo pioneered the cargo trailer industry in 1954 and are known for their legendary durability. There are more Haulmark cargo trailers on the road today than any other trailer brand.</p> <p>From heavy-duty trailers intended for daily use in commercial applications to more value-driven models, ACG can match a trailer with your members specific needs.</p> <p>Wells Cargo founded the cargo trailer industry over 60 years ago. Haulmark, at one time, was the largest selling cargo trailer manufacturer in the county and under ACG's ownership, will hope to gain that position again soon. By combining the brands under the ACG mantle (Wells Cargo, Haulmark, and American Hauler) no other enclosed cargo trailer manufacturer has produced/sold more trailers over the last 50 years – that's well over 500,000 trailers total.</p>

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?	The ACG Warranty covers the original purchaser of the Trailer that the Manufacturer shall repair any defects relating to materials or workmanship and attributable to the Manufacturer. Also, many of our components carry a separate warranty their respective manufacturer. The most common example is axles and tires, but there are other components as well and depends on how the trailer was configured and what optional items may have been added. A sample of our warranty (via our Owners Manual) is included in this RFQ uploaded documents.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are exclusions and they are detailed in our Warranty Program found in our Owner's Manual. Some restrictions include misuse/misapplication, lack of routine maintenance, environmental/road hazards, and acts of God.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We do not use technicians but use our dealer network and our manufacturing plant for repairs which does NOT cover travel time or mileage. On rare occasions, we may send repair personnel to an end-users location, but that is usually a last resort and at the sole discretion of ACG. The purchaser does have certain obligations and those obligations are also detailed in the Warranty Program found in the Owner's Manual.
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?	If an authorized ACG dealer is not in the area of a Sourcewell member, a 3rd party repair facility may be utilized or repairs may be made at an ACG manufacturing facility. These exceptions are at the sole discretion of ACG. Our Warranty Department would facilitate the logistics of finding a suitable service/repair facility in the event of a warrantable repair.
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?	No, we only warranty materials and workmanship attributable to ACG. As noted above, 3rd party components are covered separately, not by ACG. However, our warranty department routinely work with end users to facilitate the warranty process with the 3rd party supplier.
51	What are your proposed exchange and return programs and policies?	We do not exchange or return, our sole obligation is to repair any defects in materials or workmanship made by ACG as explained in our Warranty Program.
52	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Cash, check, ACH, credit card (processing fees may be imposed for credit card sales) Payment terms may vary by dealer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing is available through Sheffield Financial and Synchrony Financial. Some restrictions may apply. Individual dealers may offer other financing options. No leasing programs available.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	A professional quote will be provided detailing the standard features, optional items, and package upgrades. The total trailer selling price will be clearly stated showing the Sourcewell discounted pricing. Depending on which channel we use, there will most likely will be some kind of freight/delivery charge. If the order is complex and requires a CAD print, the member will need to approve and sign-off on the print. Once the order is entered into ACG's system, an order acknowledgement will be provided. Lastly, dealer will provide a paid invoice (format will vary by dealer) including any state sales documents. (forms vary by state) The final document packet will include a Manufacturers Certificate Origin and any required documents for the Sourcewell member to properly register their trailer in their respective state.
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?	Possible, we would need more information. Not familiar with this payment option. Most dealers can accept major credit cards.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing represents a 12% discount off MSRP of the Total Trailer Selling Price.</p> <p>"Total Trailer Selling Price" includes base model price, any requested upgrades including custom options and packages.</p> <p>Pricing will vary by manufacturing facility (we have regional pricing), but regardless of manufacturing location, Sourcewell members will get the 12% discount off MSRP for that specific region.</p> <p>-Total Trailer Selling Price does NOT include freight (FOB factory) and applicable taxes. Freight is a separate charge. Tax is based on state of trailer registration and may or may not be collected at the time of sale as dictated by state law. Any Sourcewell member claiming a sales tax exceptions will need to provide proper documentation.</p> <p>See attached spreadsheet for Model Price details by region.</p> <p>Included in this proposal (see uploaded documents) is a comprehensive model pricing list showing MSRP and Sourcewell member's 12% discount off MSRP.</p> <p>ACG offers a wide range of options and packages. An itemized pricing list of options and packages is also included. Any option and/or package is considered part of the Total Trailer Selling Price and will receive the 12% discount off MSRP.</p> <p>Models/Options/Packages availability vary by manufacturing facility. Option/Package availability vary by model. (Not all Options/Packages are available on all models.)</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage discount off MSRP: 12% discount from MSRP
59	Describe any quantity or volume discounts or rebate programs that you offer.	Additional 2% off total MSRP (14% total) for volume orders over \$150,000 or 20 trailers. All trailers must be from a single Sourcewell member and all trailers ordered at the same time. Larger volume commitments will receive special consideration with potentially greater discounts.
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.	American Cargo Group will NOT offer "Sourced" product/services. We have an extensive list of custom options and package upgrades that will meet the vast majority of your members trailering needs. ACG will only offer those options/packages. However, some of our dealers offer aftermarket upfitting. The price for "sourced" options will be negotiated between the selling dealer and the Sourcewell member. American Cargo Group will only facilitate the process by referring the Sourcewell member to an appropriate dealer that offer sourced products/services. Sourced services may or may not include a discount and any discount is at the sole discretion of the selling dealer.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There may be a Administration Fee not to exceed \$150 which includes a temporary License Plate/Tag and standard UPS delivery of trailer sales paperwork (Example Manufacturers Certificate of Origin, Invoice, Tax forms, etc.) This cost will be imposed by the selling dealer.

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.	All listed trailer pricing does NOT include freight/shipping charges. Delivery/Shipping is an additional charge. All pricing is FOB manufacturing facility. In almost all cases, there will be some sort of additional freight/delivery charge. ACG does not have a set freight program. Instead, ACG works with a number of independent freight/shipping companies. Freight/shipping charges can vary widely based on cost of fuel, distance and shipping method (i.e., single pull vs. on a load). ACG and/or dealer will arrange delivery to whatever location the Sourcewell Member requires. This may include a nearby dealer or In some cases the trailer can be shipped directly to their business location. The only manufacturing facility that allows customer pickup is the Wells Cargo Elkhart facility and in such cases must be sold through our UltraLav Mobile Restroom division (i.e., direct sale.) NO customer pickups are allowed at our other ACG facilities. Freight/Shipping will be clearly indicated as a separate line item in any quote/invoice. The Sourcewell member discount does NOT apply to shipping/freight charges.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ACG currently ships to Alaska, Hawaii, and Canada and foresee no issues arranging shipping/freight to those locations. Regarding offshore delivery, ACG will arrange delivery of the trailer to the appropriate shipping dock. Sourcewell member will be responsible for arranging container and overseas shipping arrangements.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each of our manufacturing locations has a dedicated Shipping Coordinator. Each Shipping Coordinator has an extensive list of independent Freight Service Companies at their disposal. Trailer delivery can be via "load" (more than one trailer) normally on a wedge style trailer or as a "single pull" normally necessary for larger trailers.	*

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).	This is the ONLY discount program ACG is currently offering. At this time, Sourcewell is the only entity getting this discount.

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.	ACG has no official self-audit process or program currently in place; however, as noted before, ACG will assign a dedicated Account Administrator to the Sourcewell account. A single source available by phone, email, and text during normal business hours to ensure compliance with Sourcewell's policies, procedures, and agreement terms.
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.	American Cargo Group will keep a master Sourcewell Tracking worksheet that will record all contacts (i.e., sales leads) with Sourcewell members. It will include a status column that will allow us to track our closing ratio.
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.)	The Sourcewell Administrative Fee under this proposal is 1%. The Sourcewell Administrative Fee will be calculated as a percentage of the trailer total selling price, after Sourcewell Member discount, of all trailers purchased by Sourcewell Members under this Contract. Clarification: Sourcewell Administration Fee will be calculated on the total trailer selling price of the trailer only including the base model and any options and/or packages added. Freight, Taxes, Sourced Options, and other Misc. Cost of Acquisition are not included in the total trailer selling price and does not qualify for any administrative fee.

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.	American Cargo Group is offering our complete line-up of Enclosed Cargo Trailers. This is over 750 different models. This includes our three brands - Haulmark, Wells Cargo and American Hauler. Our offering will include ball hitch trailers (also referred to as tag or tagalong trailers) and gooseneck models (also referred to as 5th Wheel trailers). We will offer our entry-level models, mid-line models, and premium/commercial-grade models. Sizes range from 5' Wide to 8.5'W and Lengths from 8' to 48'. ACG offers single axle, tandem axle and triple axle models with GVWR (Gross Vehicle Weight Rating) ranging from 2,990 lb. to 18,000 lb. Both steel-framed and aluminum-framed models available. Attached are several literature samples, not all, of our product offering.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Enclosed Trailer categories: cargo/utility trailers, auto/car haulers, landscape trailers, construction trailers, UTV/ATV trailers, motorcycle trailers, snowmobile trailers, powersport trailers, mobile office trailers, concession trailers, aluminum cargo trailers and aluminum auto/car haulers.

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	Some, not all, of listed trailers in this question including: cargo, sport, gooseneck, car haulers, sport, storage, and construction job. Enclosed style trailers only.
72	Mobile offices and concessions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobile offices and concessions are within our capabilities.
73	Mobile command stations and incident response	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobile command stations and incident response are within our capabilities.

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](#) - Sourcwell ALL pricing (Models-Options-Packages).pdf - Thursday September 22, 2022 14:23:02
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Literature Samples ACG.zip - Monday September 19, 2022 09:10:15
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Wells_Cargo_Owners_Manual_7-1-2022.pdf - Monday September 19, 2022 09:06:43
 - [Standard Transaction Document Samples](#) - Order Verification EXAMPLE 9-15-2022.zip - Monday September 19, 2022 09:07:11
 - [Upload Additional Document](#) - ACG - List of Govt Sales (ACG).xlsx - Monday September 19, 2022 09:11:19

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. - Scott Samuels, Director of Marketing, AMERICAN CARGO GROUP TRAILERS LLC

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

Yes No

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

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

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