



**Solicitation Number: 062222**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bonnell Industries, Inc., 1385 Franklin Grove Road, Dixon, IL 61021 (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 Snow and Ice Handling Equipment, Supplies, and Accessories 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 August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

*3. Use; Quality Control.*

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:  
\$2,000,000 per claim or event  
\$2,000,000 – annual aggregate

6. *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

Bonnell Industries, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...

Jeremy Schwartz  
Title: Chief Procurement Officer

8/11/2022 | 12:32 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Jessa Smice*  
By: 27231260A33A438...

Tessa Smice  
Title: Inside National Sales and Contract Representative

8/11/2022 | 4:54 PM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...

Chad Coauette  
Title: Executive Director/CEO

8/11/2022 | 4:55 PM CDT  
Date: \_\_\_\_\_

# RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

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## Vendor Details

Company Name: Bonnell Industries Inc  
Address: 1385 Franklin Grove Rd  
Dixon, IL 61021  
Contact: Tessa Smice  
Email: t.smice@bonnell.com  
Phone: 815-284-3819 153  
Fax: 815-284-0026  
HST#:

## Submission Details

Created On: Tuesday May 03, 2022 07:50:50  
Submitted On: Tuesday June 21, 2022 10:14:44  
Submitted By: Tessa Smice  
Email: t.smice@bonnell.com  
Transaction #: a42fcbdf-2385-4b9c-a265-8c2d4eedf5b8  
Submitter's IP Address: 50.234.2.186

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Bonnell Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities equipment, products, or services included in this Proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	There are no assumed names or DBA names.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code - 9K221 SAM - JEDZE2MH3N36
5	Proposer Physical Address:	1385 Franklin Grove Road Dixon, IL 61021
6	Proposer website address (or addresses):	www.Bonnell.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):	Tessa Smice Inside National Sales and Contract Representative 1385 Franklin Grove Road Dixon, IL 61021 t.smice@bonnell.com 815-284-3819
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tessa Smice Inside National Sales and Contract Representative 1385 Franklin Grove Road Dixon, IL 61021 t.smice@bonnell.com 815-284-3819
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jessica Lowry Sales and Marketing Manager 1385 Franklin Grove Road Dixon, IL 61021 jessica@bonnell.com 815-284-3819

**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.	<p>Bonnell Industries Inc. is a premier Snow and Ice and Road Maintenance Manufacturer. Bonnell also manufactures our separately branded Titan Leaf Solutions, Leaf Vacuum product line. The snow and ice product line includes equipment such as, snow plows, spreaders, scrapers, wings, dump bodies, multipurpose bodies, prewet systems, parts and accessories. Our Road Maintenance product line consists of road drags, shoulder conditioners, cross conveyers, grader blades and attachments. Lastly, the Titan Leaf Solutions product line includes trailer leaf vacuums (non-contained and self-contained), truck mounted leaf vacuums, hook lift mounted leaf vacuums, leaf boxes, chipper caps, leaf caps, parts, options and accessories. Bonnell's product line up is vast, and the journey that created these products and today's Bonnell Industries began in 1960.</p> <p>On October 15, 1960, Jesse Bonnell founded J. L. Bonnell Welding Service. In 1962, Jesse rented a building where he began manufacturing the original Model 252 Perfect Road Drag Maintainer, which is the forerunner to our current Road</p>

Drag Maintainers. Many of these original Road Drag Maintainers are still in service, being a testament to the quality of the Bonnell Name. Side plate snowplow hitches were added as a manufactured product in 1963. The company soon outgrew that facility and moved to a larger site in 1964.

In 1977, the development of the much larger 572 Road Drag Maintainer filled the need of Midwest regions requesting maintenance equipment for wide secondary roads utilizing large ag tractors. This unit incorporated new features and options not available on the original 252 Model, such as independent wheel control, and full hydraulic blade control.

The Bonnell Industries, Inc. name was adopted in 1979. After several severe winters in which it was difficult to obtain product from suppliers, 1980 saw the introduction of Bonnell Snowplows into the marketplace, and several dealers were acquired around the Midwest to distribute the new product line.

Around this same time, Bonnell begin assembling complete truck packages for the local commercial and municipal markets. This sector of the business has continued to grow, making Bonnell a leader in the area for quality truck packages. Our primary focus has remained on providing municipalities with the highest level of quality in the industry.

When Jesse Bonnell retired in 1984, Bob Bonnell purchased the company from his father. Bonnell became a full-time truck equipment distributor in 1985.

Further product line expansion continued through the next two decades. Tailgate spreaders were added to the list of manufactured products in 1995, followed by V-box spreaders in 1998.

In a continued effort to support our dealer network and local sales team, the engineering department was expanded in the early 2000's. New product line development and expansion in the snow and ice sector continued to make Bonnell a full line snow and ice equipment supplier. 2003 saw the introduction of front mounted patrol wings, and power reverse underbody scrapers. Further expansion continued in 2007 with the release of junior wing plows, followed in 2011 with fixed one-way underbody scrapers.

After many years of success in the marketplace, the Model 252 Road Drag Maintainer was retired in 1990 and replaced by the Model 272. Based on customer feedback, the 272 provided enhanced material flow through the drag. Production of the 272 lasted until 2013, when it was superseded by the Model 312. Once again based on feedback from customers and sales staff, additional options were developed to make the 312 fully configurable by customer, with such options as a hydraulically controlled rear blade, lighting kit, or hydraulic power unit. The 312 is Bonnell's most popular Road Drag Maintainer Model, and is still in production today.

In October of 2009, Joe Bonnell purchased the company from his father, Bob Bonnell. Now in the third generation of operation, the company continues to grow and thrive. Following the business principles laid out by his father and grandfather, Joe has a great vision for growth.

In 2013, another large product development took place, that being the introduction of the Commander Series Multipurpose Body. Extensive design work was necessary to develop a robust design that could compete in the current marketplace, while at the same time not infringe on industry patents. The unique side profile of the Commander Series Body was conceived, launching Bonnell into the market place and gaining quick interest in new customer bases and state entities.

With the continued increase in interest by the industry in liquid systems, Bonnell took the step of designing prewet systems for both the Commander and V-box product lines. Custom tanks were designed, and molds were developed and purchased. This was a very large investment, but the need for maximum capacity of liquid by customer request justified the expense. Bonnell continues to work with customers in the field to develop systems that meet their needs.

In 2007, Bonnell Industries formed the Titan Leaf Solutions division, and begin developing its own leaf vacuum line from the ground up. The initial product launch in 2009 was the tow behind Titan Leaf Pro Plus Leaf Vacuum, followed by the Self-Contained Spartan Leaf Pro Plus model in 2010. In a testament to our quality, these early machines are still in use today.

In 2020, pilot units were released of the Olympian Leaf Pro Plus machine. This unit is a ground up design, addressing a culmination of many customer requested enhancements to enhance maneuverability, operator safety, and machine efficiency. Titan Leaf Solutions has experienced tremendous growth in the dealer network, now

		<p>cover a large portion of North America.</p> <p>Today, Bonnell Industries is one of the leading truck equipment distributors in Illinois. Bonnell currently relies on distributors nationwide to sell and service Bonnell Manufactured Products, including the Titan Leaf Solutions product line. The Bonnell name is known for Quality and Care in our products and services to our customer. Today Bonnell Ind. Inc. is owned and operated by 3rd and 4th generation family members. Bonnell is 61 years in service to the customer. We strive to be a good employer of many and we hope to contribute to a stronger community. We take great pride in the quality of products and services we offer to our customers. The dedication and loyalty of our employees is a major factor in our past success and will ultimately pave the way for continued growth and expansion in the future.</p> <p>See our company history video on our YouTube channel:  <a href="https://www.youtube.com/watch?v=9YqHAo-FV5A">https://www.youtube.com/watch?v=9YqHAo-FV5A</a></p> <p>Our business philosophy has always been to service the customer. Our past is built on that philosophy, and this has created a strong following and demand for Bonnell and Titan Leaf Solutions products. Our customers know and understand that when they purchase from us, they are buying a commitment, not just a product: our commitment to a quality product, a satisfied customer, and a long-standing relationship. We have customers with equipment over 20 years old, and in some cases 50 years old, because we strive to manufacture the best products in the marketplace.</p> <p>Our core values are the foundation of our culture, and have always been a part of our legacy, business philosophy, and company history, as follows:</p> <ul style="list-style-type: none"> <li>• We are aware, alert and responsive to the Quality of our workmanship. This applies to everything we do.</li> <li>• We build and maintain professional and appropriate Relationships and alliances with our customers, both internal and external.</li> <li>• We are Loyal to our commitments and obligations.</li> <li>• We develop and maintain effective and efficient Teamwork with fellow employees and customers.</li> <li>• We relate to others in an enthusiastic, supportive, and Positive way.</li> </ul> <p>See our 'Core Values Poster.pdf' attached.</p>
11	<p>What are your company's expectations in the event of an award?</p>	<p>Bonnell Industries expectations in the event of an award is to continue to see significant growth in sales. We have held this contract for the past four years, and have seen very considerable increases in Sourcewell sales from year to year. We have seen an average of 250% of sales increases from year to year since 2018. From 2018 to 2019 our sales increased by 209%. From 2019 to 2020 our sales increased by 497%. From 2020-2021 our sales increased by 42% despite the issue of government municipalities freezing their budgets that year due to Covid and the economic climate that year. Finally, from 2021 to 2022 and our projected values, we anticipate a sales increase of 104%. If awarded, this would be the second Sourcewell contract Bonnell has been awarded, and we expect to continue to see the year to year increases in sales as our customers get educated and comfortable with using the contract.</p> <p>Bonnell Industries also expects for Sourcewell to continue to maintain their brand and reputation and continue to grow its relationships and Sourcewell members directory. We frequently see Sourcewell attending major national shows, and we expect to continue to see that involvement from Sourcewell. We hear our customers mentioning that they saw the Sourcewell booth or representatives at shows, and it makes them more willing and comfortable with taking the leap to become a Sourcewell member. We also expect to continue to have that one-on-one support with Sourcewell to help us to educate the customers on the contract and how to purchase off of it. We have found that agencies have been hesitant to use the contract, and we have had to educate the customers and utilize a Sourcewell representative to help us make the customers more confident with using the contract. At the start of our award in 2018, we saw the rebrand from NJPA to Sourcewell, and that rebrand change required a little more convincing with the customers. The change in the rebranding we feel was a great move to make, it may have caused a slight bump in the road, but in the long run we feel it has made our conversations easier and the brand caught on very quickly.</p> <p>Lastly, Bonnell Industries will support the Sourcewell member in every way that we possibly can, and will educate and provide documentation. Bonnell also expects that the Sourcewell member will review all documents closely, so that everything is clear to them, prior to purchase. We expect that Sourcewell will keep their website up to date with all information and contract documents for its members to access.</p>



12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Bonnell Industries Inc is a family-owned company that has been in business the past 61 years through four generations. Through the years, the company has continued to hold strong relationships with its local banks, both large and small. Bonnell Industries has worked with the same local banks since the 1960's, and the relationship continues to remain strong even despite the current economic climate. We have a strong financial position with a projected revenue growth of 2% or more per year. Profits are reinvested in the organization to reduce outstanding debt and maintain working capital. See our local Bank Reference letter attached to our submission, file name: "Sauk Valley Bank Reference Letter.pdf".</p> <p>We are also supported by a strong established vendor network which go the extra mile to support Bonnell as management for supply chain is just as important for continued success. Inventories have been built up over the last couple of years through blanket purchase orders and alternative sourcing to make sure that products are available and in the correct place when needed. See our "Vendor Reference Letters" in the financial documents section.</p> <p>Bonnell Industries' Leadership team utilizes the Entrepreneurial Operating System (EOS). This is a system that has been adopted to help manage ongoing issues and potential opportunities. The team meets on a weekly basis where we view our financial strength and the overall well-being of the company. By continuously 'keeping our finger on the pulse', we can ensure that no negative trends begin to set in, and the team can address issues prior to major consequences. Return on investment (ROI) proposals are also reviewed for new expenditures on the leadership team level. The companies ROI proposals are used to determine the best use of all company resources; such as, people, property, inventory, vendor/customer network, cash flow, etc.</p> <p>At Bonnell Industries, we have faced the same challenges that many other businesses have faced in the past few years. These challenges have included cash management, workforce recruitment, employee retention and supply chain delays to name a few. To counter these conditions, fiscal responsibility has been put at the fore front of the business to guide our continued success and keep us competitive. Although 2020 shows a slight revenue decrease due to interruptions caused by COVID, we are still stronger than ever, and are overcoming the obstacles. Bonnell Industries currently has a very strong backlog with orders that are 'on the books' throughout the remainder of 2022 and into 2023. Revenue continues to grow, and at the same time we continue to implement cost controls and savings. In closing, we are on track to see at least a 2% per year increase in revenue through 2030.</p> <p>Lastly, Bonnell Industries Inc works with the insurance company, Cottingham &amp; Butler, to ensure that its business insurance package covers the needs of both the company and our customers. Our Cyber Insurance is provided by CORVUS. Our current policies coverage is through Liberty Mutual., and this includes Property, Commercial General Liability, Commercial Automotive Liability (Fleet Vehicles), Umbrella, Workers Compensation and Employer's Liability and Professional Liability.</p> <p>The financial strength of Bonnell Industries, Inc. is reflected in the attached documents:</p> <ol style="list-style-type: none"> <li>i. 4 Year Comparative Balance Sheet and Income Statement</li> <li>ii. Outside Accountant's Compilation Report</li> <li>iii. Sauk Valley Bank Reference Letter</li> <li>iv. Vendor Reference Letters</li> <li>v. Certificate of Insurance</li> </ol>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Here at Bonnell Industries, we estimated that we hold about 15% of the US market share today. We are a small business compared to some of our competition, but we are growing and are eager to continue to increase our market share.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>We estimate that our Canadian market share is less than 1%. Our largest competitors in the U.S. hold a good chunk of the Canadian market share, but with the efforts that we are making to expand our Canadian market share; we are really hoping to see a major increase in sales in the Canadian market place.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, Bonnell Industries, Inc has never petitioned for bankruptcy protection.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Bonnell Industries, Inc. is best described as a manufacturer. Bonnell Industries, Inc. is made up of Four Sales &amp; Service structures:</p> <p>Regional Outside Sales – This team is based out of our Dixon, IL. headquarters and covers the four regional states of Illinois, Indiana, Iowa and Wisconsin. Our Regional Sales team is made up of seven Bonnell Industries, Inc. employees who are directly employed with Bonnell. Each state has three sales representatives assigned to help field the work load, make sales and service the customer.</p> <p>Customer Service Department- Our Customer Service Department overlaps with both the sales and service functions of the company. There are five individuals in this department in which their main focus is to make parts sales, answer customer service call, and schedule jobs that go through the service department. These five individuals have a combined 80 years of experience with our company, and are very knowledgeable. In addition to these employees, Bonnell has an additional eight employees that are dedicated to the service department and running jobs through the shop floor as quickly as possible. These individuals work very closely with other members in the customer service department to keep heads together and always trouble shoot and come up with the best solutions for the customers. This department is a very essential piece of our company that helps us to retain our long-term loyal customers.</p> <p>National Sales – Based out of our Dixon, IL headquarters as well, but travels the United States, excluding the four regional states and Canada. The National Sales team is made up of five Bonnell Industries, Inc. directly employed employees who work to expand our dealer network. This team also services and sells direct to areas that are not within a dealer network area to get products in the locations that we strive to place a dealer in. Three out of the five employees are travel employees who get our products in front of potential dealers, and attend shows to network and show off our products. The remaining two individuals are inside sales representatives who work hard to cultivate new opportunities and grow current opportunities for the outside sales reps. These inside representatives also assist the established dealers with quote requests and other needs and support that our dealers may need.</p> <p>Dealer Network – Dealers that have signed contracts with Bonnell Industries, Inc. to sell and service Bonnell Snow and Ice Equipment outside of our Regional Sales area. Dealers and their employees are not employed by Bonnell Industries, Inc. Dealers and their employees handle all support, service and training of Bonnell equipment.</p>
17	<p>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.</p>	<p>Bonnell Industries is not required to hold nor actually holds any licenses or certifications in pursuit of the manufactured products considered in this RFP submission.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Bonnell Industries, Inc does not have any Suspension or Debarment information that applies to our organization.</p>

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

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>NTEA (National Truck Equipment) is one of the largest associations related to our industry, we have been advertising with NTEA for the past 30 + Years and have been Members with NTEA for 50 + years. We have a very long and positive relationship with NTEA, and we plan to continue growing the relationship more and more. We have been displaying at NTEA's large Truck Equipment, "Work Truck Week", for the past 6 years (minus the 'covid years'). Our next growth with NTEA is getting certified as an MVP member with NTEA. An MVP status must be applied for an awarded by NTEA based on outstanding business practices and a business's successful implementation of quality standards. We are currently working on our application and are very confident that we should see an award in the next month or so!</p> <p>Our number one goal is to service our customers with the best possible care that we can. In an attempt to thank all of our customers and vendors, we host a biannual equipment Expo at our facility in Dixon, IL. We use this event as an opportunity to show customers new products and say thank you for their business. Every year our attendance numbers continue to grow, in 2013 we hosted 600 customers, and all the way to 2019, we hosted 1,200 attendees. We were scheduled to host another Expo in 2021, but we canceled due to Covid. We were able to finally host another expo just recently in June of 2022. Despite having rain during an outdoor event, we still saw just under 1,000 attendees.</p> <p>Our premier hydraulic components vendor, Force America, is a world recognized Hydraulic components supplier and manufacturer with corporate headquarters in Burnsville MN. Bonnell Industries has been an authorized Force America Distributor since 1962. Force America recognizes its distributors on a yearly basis, and Bonnell has held "Silver" level sales performance as a business partner annually for the last 15 years consecutively since 2007.</p> <p>Another highly used vendor of Bonnell's, Knapheide is a world recognized body manufacturer located in Quincy, Illinois. Bonnell has been an authorized Knapheide Distributor since 1985. Every year Knapheide holds a dealer meeting amongst approximately 94 dealers nationwide. At this meeting Knapheide recognizes their distributor's accomplishments throughout the year in sales performance. Knapheide has a "club" they call the 1848 Club, which got its name because Knapheide began this in the year 1848. Knapheide acknowledges dealers who sell a number of bodies (or units) as you take the current year 2022 and sub-tract 1848 from the current year – that number is 174. The qualification is the Knapheide distributor must sell 170 bodies (or units) in that calendar year to qualify for the 1848 club. Bonnell has been awarded the 1848 Club award since 2013.</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	<p>Our sales to the government sector have always been our niche target market and the target market for most all of our Dealers. Below we have listed the percentage of our sales that are sold direct to the governmental sectors in the past three years. (These percentages are lower because they do not include the sales that our dealer network sells to government sectors. If we had to take a guess, most of our dealer's average about 75% – 85% of their total sales to the government sector. Also, if you notice the percent has actually been decreasing, because our number of Dealers and dealer network sales have been increasing!)</p> <p>i. 6/1/2019- 5/31/2020: 63.2%</p> <p>ii. 6/1/2020- 5/31/2021: 51.8%</p> <p>iii. 6/1/2021- 5/31/2022: 40.8%</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>We very rarely make sales to education sectors, so our percentages of sales are very low. Our second largest percentage of sales are primarily to our dealers and the third largest is to the commercial sector. Our percentage of sales to the education sector over the past three years have been as follows:</p> <p>i. 6/1/2019- 5/31/2020: 1.43%</p> <p>ii. 6/1/2020- 5/31/2021: 0.68%</p> <p>iii. 6/1/2021- 5/31/2022: 1.22%</p>	*
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?	<p>We do not directly hold any state purchasing contracts, but we have several dealers who do hold local state contracts with our equipment listed on the contracts. The only contract that we currently hold with our Snow and Ice Equipment is the Sourcwell Snow and Ice Handling contract #080818-BNL. We do hold an HGAC Buy contract, but the equipment that is on that contract is outside of the Snow and Ice scope and it is in the Ground Maintenance category with our Leaf Vacuum product line.</p> <p>Sourcwell Snow and Ice Handling # 080818-BNL</p> <p>i. 1/1/2020 - 12/31/2020: \$2,351,025.98</p> <p>ii. 1/1/2021 - 12/31/2021: \$3,345,503.97</p> <p>iii. 1/1/2022 - current: \$2,115,930.84 (with our current backlog, we hope to hit an estimated \$4.8 million in Sourcwell sales to close out 2022)</p>	*

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?	Bonnell Industries, Inc does not currently hold any GSA contracts	*
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#### 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 *	
Upper Salford Township	Marty Lynch Jr.	610-284-6160	*
DeKalb County Highway Dept.	Ben Parker	260-925-1864	*
City of Allentown	Dale Tretter	610-437-7638	*

#### 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 *	
NA	Government	Illinois - IL	Plows, Blades and Wear Shoes	Average transaction size: \$184,165.33	2019: \$1,291,905.34 2020: \$918,890.49 2021: \$894,995.63 2022: \$1,463,875.22 (estimated with Backlog)	*
NA	Government	Minnesota - MN	Multipurpose Commander Bodies, Plows	Average transaction size: \$1.2 Million	2022 to current: \$103,713.37 New customer that we are in a 5-year commitment with.	*
NA	Government	North Dakota - ND	Multipurpose Commander Bodies	Average transaction size: \$24,842.96	2019: \$359,108.75 2020: \$796,146.04 2021: \$745,206.54	*
NA	Government	Illinois - IL	Turnkey Truck Packages	Average transaction size: \$75,958.44	2019: \$638,513.45 2020: \$759,584.43 2021: \$651,732.72	*
NA	Government	Illinois - IL	Turnkey Truck Packages	Average transaction size: \$22,673.65	2019: \$289,131.24 2020: \$201,926.25 2021: \$249,410.18	*

#### 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.	<p>Bonnell Industries, Inc has one location located in Dixon, Illinois and currently has around 100 full-time direct employees. This number will be increasing in the coming months with our implementation of a second shift. Due to increased recognition as a result of our sales teams and dealer network growth Bonnell Industries, Inc has had an influx of orders in the past few years.</p> <p>Bonnell Industries, Inc. has three different sales teams:</p> <p>Regional Outside Sales – This team is based out of our Dixon, IL. headquarters and covers the four regional states of Illinois, Indiana, Iowa and Wisconsin. Our Regional Sales team is made up of seven Bonnell Industries, Inc. employees who are directly employed with Bonnell. Each state has three sales representatives assigned to help field the work load, make sales and service the customer.</p> <p>Customer Service Department- Our Customer Service Department overlaps with both the sales and service functions of the company. There are five individuals in this department in which their main focus is to make parts sales, answer customer service call, and schedule jobs that go through the service department. These five individuals have a combined 80 years of experience with our company, and are very knowledgeable. In addition to these employees, Bonnell has an additional eight employees that are dedicated to the service department and running jobs through the shop floor as quickly as possible. These individuals work very closely with other members in the customer service department to keep heads together and always trouble shoot and come up with the best solutions for the customers. This department is a very essential piece of our company that helps us to retain our long-term loyal customers.</p> <p>National Sales – Based out of our Dixon, IL headquarters as well, but travels the United States, excluding the four regional states and Canada. The National Sales is made up of five Bonnell Industries, Inc. directly employed employees who work to expand our dealer network. This team also services and sells direct to areas that are not within a dealer network area to get products in the locations that we strive to place a dealer in. Three out of the five employees are travel employees who get our products in front of potential dealers, and attend shows to network and show off our products. The remaining two individuals are inside sales representatives who work hard to cultivate new opportunities and grow current opportunities for the outside sales reps. These inside representatives also assist the established dealers with quote requests and other needs and support that our dealers may need.</p>
27	Dealer network or other distribution methods.	<p>Our Home Location: At Bonnell Industries Inc., all of our employees at our home location are full time direct employees with our company. All Sales and Service buildings are located in Dixon, IL.</p> <p>i. Bonnell Industries</p> <ol style="list-style-type: none"> <li>1. Location(s) of Sales and Service: Dixon, IL</li> <li>2. Territory: Illinois, Wisconsin, Iowa &amp; Indiana</li> <li>3. Number of Full Time Direct Employees: 90 +</li> </ol> <p>Our Dealer Network: At Bonnell Industries, we have spent the past few years building our dealer network and extending additional resources towards growing this network. We have added additional National Sales personnel to cultivate new dealers and grow existing dealers. In addition to the man power, we have also added more national show exposure to our marketing outreach plans. Upon becoming a dealer with Bonnell Industries, we require all dealers to sign our agreement and stock our equipment. In addition, all dealers that we commit to are required to have full-service shops and service teams, some of our dealers even have travel service technicians. In Total, we have 24 dealers with 50 different locations and over 1,300 employees covering 37 States and 3 Canadian Provinces. All our dealers are listed below. You can also see a map of all our dealers in a document attached to this submission, "2022_Bonnell Dealer Map.pdf".</p> <p>i. Dealer name: Cobalt Truck Equipment</p> <ol style="list-style-type: none"> <li>1. Location(s) of Sales and Service: Nampa, ID. Spokane, WA. Las Vegas, NV. San Antonio, TX.</li> <li>2. Territory: Washington, Idaho, Nevada, Texas</li> <li>3. Number of Full Time Dealer Employees: 100 +</li> </ol> <p>ii. Dealer name: Bert's Truck Equipment</p> <ol style="list-style-type: none"> <li>1. Location(s) of Sales and Service: Moorhead, MN.</li> <li>2. Territory: Minnesota</li> <li>3. Number of Full Time Dealer Employees: 35 +</li> </ol> <p>iii. Dealer name: Industrial Truck Equipment</p> <ol style="list-style-type: none"> <li>1. Location(s) of Sales and Service: Oklahoma City, OK.</li> <li>2. Territory: Oklahoma</li> <li>3. Number of Full Time Dealer Employees: 25 +</li> </ol> <p>iv. Dealer name: Midwest Service and Sales</p>

1. Location(s) of Sales and Service: Schuyler, NE.
  2. Territory: Nebraska
  3. Number of Full Time Dealer Employees: 10
- v. Dealer name: Shults Equipment Inc.
1. Location(s) of Sales and Service: Ithaca, MI
  2. Territory: Michigan
  3. Number of Full Time Dealer Employees: 20 +
- vi. Dealer name: Kalida Truck Equipment, Inc.
1. Location(s) of Sales and Service: Kalida, OH. Toledo, OH.
  2. Territory: Ohio
  3. Number of Full Time Dealer Employees: 45 +
- vii. Dealer name: Triad Truck Equipment
1. Location(s) of Sales and Service: Pottstown, PA
  2. Territory: Pennsylvania
  3. Number of Full Time Dealer Employees: 30 +
- viii. Dealer name: TS LTD. Custom Truck Body
1. Location(s) of Sales and Service: Ledgewood, NJ.
  2. Territory: New Jersey
  3. Number of Full Time Dealer Employees: 20 +
- ix. Dealer name: Dejana Truck & Utility Equipment
1. Location(s) of Sales and Service: Albany, NY. Queensbury, NY
  2. Territory: New York
  3. Number of Full Time Dealer Employees: 100 +
- x. Dealer name: Richmond Machinery & Equipment Co.
1. Location(s) of Sales and Service: Richmond, VA
  2. Territory: West Virginia & Virginia
  3. Number of Full Time Dealer Employees: 25 +
- xi. Dealer name: Horizon Truck and Body
1. Location(s) of Sales and Service: Lethbridge, Alberta
  2. Territory: Alberta Canada
  3. Number of Full Time Dealer Employees: 20 +
- xii. Dealer name: Drive Products
1. Location(s) of Sales and Service: 8 locations in the Southern Ontario Region, One location is Nova Scotia, and one location in Quebec
  2. Territory: Nova Scotia, Ontario, Quebec
  3. Number of Full Time Dealer Employees: 300 +
- xiii. Dealer name: Lancaster Truck Equipment
1. Location(s) of Sales and Service: Lancaster, PA.
  2. Territory: Pennsylvania
  3. Number of Full Time Dealer Employees: 20 +
- xiv. Dealer name: Concord Road Equipment
1. Location(s) of Sales and Service: Painesville, OH.
  2. Territory: Ohio
  3. Number of Full Time Dealer Employees: 20 +
- xv. Dealer name: Murphy Tractor and Equipment
1. Location(s) of Sales and Service: 7 locations in Kansas, 2 locations in Missouri
  2. Territory: Kansas and Missouri
  3. Number of Full Time Dealer Employees: 200 +
- xvi. Dealer name: Kois Brothers Equipment Co.
1. Location(s) of Sales and Service: Commerce City, CO. Great Falls, MT. Billings, MT.
  2. Territory: Montana & Colorado
  3. Number of Full Time Dealer Employees: 60 +
- xvii. Dealer name: Northern Truck Equipment Corp.
1. Location(s) of Sales and Service: Sioux Falls, SD. Rapid City, SD. Fargo, ND.
  2. Territory: North Dakota & South Dakota
  3. Number of Full Time Dealer Employees: 60 +
- xviii. Dealer name: Williamsen Godwin Truck Body Co.
1. Location(s) of Sales and Service: Salt Lake City, UT.
  2. Territory: Utah
  3. Number of Full Time Dealer Employees: 20 +



		<p>xix. Dealer name: Ameri-Tech Equipment Company                      1. Location(s) of Sales and Service: Evansville, WY.                      2. Territory: Wyoming                      3. Number of Full Time Dealer Employees: 10 +</p> <p>xx. Dealer name: Hilbilt Sales                      1. Location(s) of Sales and Service: Benton, AR                      2. Territory: Arkansas                      3. Number of Full Time Dealer Employees: 20 +</p> <p>xxi. Dealer name: Donovan Equipment Co.                      1. Location(s) of Sales and Service: Londonderry, NH                      2. Territory: Maine, Vermont, New Hampshire &amp; Massachusetts                      3. Number of Full Time Dealer Employees: 40 +</p> <p>xxii. Dealer name: Equipment Specialists                      1. Location(s) of Sales and Service: East Hartford, CT                      2. Territory: Connecticut &amp; Rhode Island                      3. Number of Full Time Dealer Employees: 20 +</p> <p>xxiii. Dealer name: Intercon Truck Equipment                      1. Location(s) of Sales and Service: Baltimore, MD. Philadelphia, PA.                      2. Territory: Maryland &amp; Delaware                      3. Number of Full Time Dealer Employees: 40 +</p> <p>xxiv. Dealer name: Elpers Truck Equipment                      1. Location(s) of Sales and Service: Evansville, IN.                      2. Territory: Indiana, Kentucky &amp; Tennessee                      3. Number of Full Time Dealer Employees: 15 +</p>
28	Service force.	<p>Bonnell Industries Inc. has a fully staffed Customer Service Department consisting of a Customer Service Manager, four Customer Service Representatives, a Service Shop foreman, Service Shop Lead, and six additional highly trained Service Technicians. These individuals are available to answer, diagnose, and troubleshoot product issues over the phone and through email.</p> <p>To better serve our customers Bonnell also has a mobile service Technician that provides top service to our local customers. Bonnell also has a fully staffed Truck Equipment Upfit department that consists of a Truck Equipment Shop Foreman, Truck Equipment Shop Lead, and ten highly trained Truck Equipment Install Technicians. These individuals are on standby to assist in all questions related to new upfits.</p> <p>Lastly, Bonnell has cross trained Sales Staff and Engineering personnel that have many years of combined experience in the industry. These employees often are able to answer questions/concerns and diagnose and troubleshoot quickly as well. All our Service and Sales personnel are full time employees that are directly employed by Bonnell Industries.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>All orders will either be handled directly by Bonnell Industries or directly handled by our dealers depending on the location of the end user. Should the end user be within one of our certified dealer's locations, then the dealer will handle the order process with the customer directly. Before allowing our dealers to use our Sourcewell contract, we require that they complete a Sourcewell contract training and sign an agreement document with us. This training and agreement between us and our dealer partners help to ensure that the dealers understand how to utilize and market the contract, and also ensures that the contract sales are being tracked properly. Within the dealers ordering process agreement, we provide the dealer with the appropriate information to quote and sell product directly to the customer using our Sourcewell awarded contract. Our agreement, furthermore, requires the dealer to report all Sourcewell sales orders to Bonnell Industries to be reported to Sourcewell on a quarterly basis.</p> <p>If the customer is outside of one of our dealer's territories, then Bonnell would handle the sale directly. All our Sourcewell customers go through a very similar process than our non-sourcewell participating customer as far as the Bonnell order process goes. The only difference is that we inquire with the customer on with their Sourcewell Member ID # is. If they do not know their number, but know they are members, then we use Sourcewell's member directory to find their number ourselves. If they are not a member, we help walk them through the steps to become a member by using Sourcewell's online resources and form. We try to make the process as simple as possible on the customer, so that they will keep using the contract and it is enjoyable for everyone.</p>



30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Bonnell Industries Inc. has a fully staffed Customer Service Department that is available during operating hours. Bonnell Industries Inc. has an on-call Customer Service Representatives that can be reached after business hours via the after-hours hotline or email. The department guarantees our customers a 24-hour response time on all inquiries. Bonnell Industries Inc. has website portals and designated email addresses for customer service inquiries as well as warranty inquiries and claim requests. These inquiries and requests are promptly responded to in the order they are received.</p> <p>Our customer Service department models their customer service communication based off of our company's proven process. The proven process is the foundation to our customer service program. Our culture and employees are all customer service oriented. Being a part of a family-owned business, our employees believe that taking care of one another and the customer is of the utmost importance! See our attachment proven process: "Proven Process.pdf"</p> <p>Lastly, A large part of our customer service success is due to our CRM software, Salesforce. Each customer contact of Bonnell has a customer call report feature that allows our employees to see when and why a customer called into Bonnell and what the service resolve was. In addition to the call reporting, we also have "Case" or "Issue" Tracking, meaning that any time a customer calls in or visits with a technically issue with the equipment, the first thing the customer service representative will do is create a Case to help follow the issue all the way to a resolve and close the case. Some cases close the same day, and others can take weeks depending on the issues and parts lead times. By keeping the case log and allowing all customer service members access to all cases, this keeps everyone in the department in the know and ultimately services the customer the quickest with few questions.</p>
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>If we have learned anything in the past four years of holding our first Sourcwell contract, it is that we have the ability and are more than willing to provide our products and services to Sourcwell members. Our products, reputation and target market sets Bonnell Industries up perfectly to be able to offer our products, our services, and our resources to Sourcwell members. For Products, we have a very large product offering that fits the scope of this RFP perfectly. For Services and resources, we have an amazing sales and customer service staff here at Bonnell's that has a combined 200 + years of experience in the industry. In addition, our installation teams are known for building the nicest and highest of quality builds for our turn key truck packages, with innovative wiring harnesses and precisely placed hydraulic systems. For target Market, the majority of our total sales, and those of our dealers, go directly to those that are eligible to become members with Sourcwell (Government agencies).</p> <p>On top of having the ability to sell and service to Sourcwell members, we are very eager and willing to sell to Sourcwell eligible customers. By holding an awarded Sourcwell contract the past four years, we have been consistently gaining momentum the more and more Sourcwell advertises, and the more that the government entities begin to grow more comfortable with contract purchases. We very heavily promote the contract we currently have, and spend time educating our customers to use the contract rather than repeat the bid process. Our outside sales team is driven and supported to promote the contract. The contract purchasing process is a huge benefit to the customer, and our number one agenda is to best serve our customer in any way that we can!</p> <p>Bonnell Industries, Inc. has held the Sourcwell Snow and Ice Handling Equipment, Supplies, and Accessories contract for the past four years and it is our hope to continue providing our products and services to Sourcwell participating entities in the United States. We have had great success with using Sourcwell and are willing and able to provide our current customers and dealers as well as potential customers and dealers with the ease and savings of using a Sourcwell contract. By having a Sourcwell contract the past four years it has opened up more opportunities for Bonnell and we hope to continue gaining more opportunities with another contract going forward.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Much like our answer to question #22, we are very able and willing to provide our products to Canadian Sourcewell eligible entities. We have been working hard to expand our dealer network in Canada with our products. We have two Dealers in Canada and we are about to sign a third dealer in Canada. Since weather conditions and equipment uses in Canada can be far more different than the United States, we have put considerable amounts of time and resources into tailoring products to work best in the Canadian market place. For example, we have engineered a special large municipal plow with a "slush" blade option that can be added to follow directly behind the steel cutting edge of the plow. Another example is in our sander/salt spreader v-boxes and bodies; we have engineered special bodies for the Canadian street departments and provinces. The dealers that we work with in Canada are very familiar with handling purchases outside of the country, and typically handle all the brokering details. Should we receive a direct sale request in Canada that is not within the dealer territories, we work with the customer to sell and broker the equipment. As far as servicing direct sale products, we have an amazing customer service team that works with customer's service department to help get parts and trouble shoot any issues they may have related to our equipment. We have been hearing a lot of questions about Sourcewell in Canada and the interest is seeming to grow there. We have been advocating for contract purchases with our dealers in Canada, and we hope to get the award to see what we can do in Canada in the next four years.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bonnell Industries, Inc. will fully serve all geographic areas of the United States and Canada. We have dedicated dealers located throughout the United States and have started to establish dealers in Canada. As we currently stand, in the United States, our dealer network covers about 85% of the country. With the rate of our year-to-year growth, we plan to fully cover the United States and continue building dealer relationships in Canada.	*
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?	Bonnell Industries, Inc. will fully serve all Sourcewell participating entity sectors. Should we get awarded this contract, we will not be limited in our ability to sell or promote our Bonnell Industries, Inc. products. We have sold to all sectors in the past and do not limit our regional teams or dealers to any particular sectors.  Award of this Sourcewell contract would increase our opportunities to sell to various sectors.  Bonnell Industries, Inc. does not currently hold any contracts that would inhibit our ability to promote this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bonnell Industries, Inc. does not have any specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii and Alaska and in US Territories. The only major difference when selling to Alaska and Hawaii and in US Territories will be higher shipping and freight costs.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Since being awarded this contract in 2018 we have implemented a marketing strategy and will continue to promote Sourcewell with the following. Sourcewell logo on all of our advertising materials; on print, online, and exhibition events and shows. Since we have incorporated Sourcewell into our marketing plan we have seen a dramatic increase in booth traffic at shows, online leads (driven through the website), and inquiries through print advertising. Please see the file titled 'Marketing Documents' for examples of show set ups, print and digital ads and our sales literature.</p> <p>Print Advertising:</p> <ul style="list-style-type: none"> <li>For the past four years after being awarded the contract we have ran a prominent banner across all print ads with an announcement that products are now available on contract.</li> <li>We always include the Sourcewell logo and our contract number on print ads, and will continue to do so in the event of another award.</li> <li>Publications we run print ads in are: NTEA News, The Municipal, Superintendent's Profile, APWA Reporter, SIMA Business and Township Perspective. All ads display the Sourcewell logo in a prominent location.</li> </ul> <p>Digital Advertising:</p> <ul style="list-style-type: none"> <li>Social Media Posts: Continued announcements followed by ongoing posts advertising the contract. Post content will include information on how customers can register with Sourcewell and testimonials from customers who have made a purchase using Sourcewell.</li> <li>Our Estimated weekly social media reach is 2,892, and continues to grow.</li> <li>All digital ads include the Sourcewell logo. We run digital ads in newsletters with NTEA and APWA.</li> </ul>

- Every year we run Impressions campaigns during our peak seasons targeting Google & Bing users. These campaigns usually generate about 3 million impressions within a 5-month period. All impression ads include the Sourcewell logo.

#### Email Advertising:

- Over the past four years of holding the contract, we have expanded our Email Marketing campaigns greatly with the use of our CRM program. We are now able to send various emails to new contacts and existing contacts that are eligible to utilize a Sourcewell contract. The email program is very robust and highly customizable to our needs. For example, one way in which we use the CRM software in marketing is by targeting customers that have expressed interest in purchasing and possibly using a contract. If a sales representative creates a new sales opportunity, and marks it as a possible Sourcewell sale, then the end user of that opportunity automatically go into an email campaign until the sale is either marked 'Won' or 'Lost'. This email marketing campaign will automatically send a series of emails spanned over a month to two-month period. The content of the emails educates the end user on the contract, such as, how to become a member, how to save time and money because we have gone through a tough award process and were vetted, how to learn more about Sourcewell, and who to contact with questions about Sourcewell. We also send forms for the end user to fill out if they want to set up a Q&A meeting or phone call. That is just one example of how we use our email program to help advertise the contract, we have several other automations set up to do similar tasks as well!

- In the event of an award, an email announcement will be sent using our CRM when we are awarded the contract. Then quarterly notifications will be sent either as separate emails or included as part of our monthly newsletter. We have included the Sourcewell logo on all emails for internal and external use. Our current monthly newsletter group is made up of 8,000+ members.

#### Website:

- Unfortunately, our website was hacked this year, which caused us to lose almost everything we previously had. We are working diligently to get our website back to its former glory, but we still have some time before we can get there. We plan to have our new website launched by October 2022, this year. In the meantime, we have a functional website that was created to help cover the vacancy, but we realize it is still lacking the quality that we had in the past.
- Our plan is to create a 'Contracts' page similar to what we had before we were hacked. On that page will be the Sourcewell logo, a link to our Sourcewell Contract page site, and information on how a customer can utilize the contract through us and our dealers. In addition to the Contracts page, we will also include blog posts related to Sourcewell and our award of the contract.
- We also plan to post a home page banner promoting the Sourcewell contract as well. Prior to our website being hacked, we were getting 4-10 solid leads per week on our website via chat and form software. We were also averaging about 150 website views weekly. We have a very popular and positive reputation in our industry, and our name alone generates large amounts of online searches.

#### Catalogs and Sales Literature:

- The Sourcewell logo has been included on all literature pages, leaflets and catalogs. Literature is distributed daily by our sales reps, putting Sourcewell in front of all of our customers.
- The Sourcewell logo has also been included on all of our business cards, posters, counter mats, show room signs and magnets.
- Our Sales representatives visit many municipal shops, and some time's the municipal world schedules change on a dime depending on weather or other events. So, should our reps visit but no one is manning the shops, our sales representatives leave magnets on their shop doors to still make their presents known that we have visited them, but missed them. Many of these municipalities actually keep this high-quality magnet, and they put them on the shop or office fridges or on a desk in their lobbies.

#### Events:

- Sourcewell contract is currently being promoted at every event attended. We include the logo on display banners, as well as making Sourcewell promotional material available for event attendees. We typically attend 3 national events each year (NTEA Work Truck Show, APWA North American Snow Conference and APWA PWX) as well as a number of regional events.
- At every event, we always display the Sourcewell flags on our tables and place it on some of our equipment. We also have various different Sourcewell magnets that we put onto our trucks, plows and other equipment as well.
- We host a biennial Equipment Expo and our home location every other year, and at this Expo we use the time to thank and appreciate our customers and vendors for their business.

		<p>Sales Reps</p> <ul style="list-style-type: none"> <li>• Our Sales Reps are well versed at dealing with contract sales. They are reminded of the importance of Sourcewell in every quarterly review. They are also finding great success with educating their customers on the use of Salesforce and make the comments often that they lead with Sourcewell when meeting with all new prospects and sale opportunities.</li> <li>• We Provide all our sales reps with flyers and email templates with Sourcewell information for Sales Reps to share with customers on the benefits of purchasing with Sourcewell. Our email templates are accessible for our sales representatives to use at any time using our CRM, and they save the sales reps from having to type out long emails. Everything is right there with multiple different templates for different topics related to Sourcewell, such as, how to sign up to become a Sourcewell Member, how to use the contract, the benefits of the contract, how the contract is proven, etc.</li> </ul> <p>Bonnell Industries, Inc. Dealer Network</p> <ul style="list-style-type: none"> <li>• Much like our Sales Reps, we provide our dealers with similar content related to Sourcewell.</li> <li>• Upon an award, all dealers will be Email notified with a contract award announcement, including information on how they can sign-up to be a vendor, what the benefits of the contract are and how it works. If they are already opt-ed in to use our previous contract, then we will have them resign a new 'opt-in form' with our new contract information.</li> <li>• All dealers that 'opt-in' to use our contract will receive an email "on boarding" them with our internal 'sign-up' Google drive folder. This folder will contain all the information they need to sell on contract, such as, Branded Sourcewell flyers, pricing, reporting information and education presentations for both dealer training and end user training.</li> <li>• Lastly, all our dealers who 'opt-in' to utilize our Sourcewell awarded contract are required to attend a training presentation. This presentation requests the attendance of the dealer's management team, sales representatives, and reporting administrations personnel. We cover all on boarding materials and topics in this training meeting, and leave it open at the end for productive Q &amp; A conversations.</li> </ul>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Bonnell Industries' marketing department makes use of a number of digital data sets and analytical tools to enhance the effectiveness of our marketing efforts. Such Tools include the following:</p> <ul style="list-style-type: none"> <li>• Our CRM software, Salesforce</li> <li>• Our SEM (Search Engine Management) Program</li> <li>• Our www.Bonnell.com website</li> <li>• Our LinkedIn, YouTube, Facebook and Instagram Social media sites</li> </ul> <p>Our CRM software allows us to create and send emails to a database of contacts who have signed up to receive communications from us. Using this software, we are also able to create 'engagement campaigns' that funnel contacts through a series of nurturing emails – a journey that aims to turn them from prospects into customers. The CRM software provides us with extensive analytics showing actions taken by prospects, e.g., how many prospects opened an email, who completed a call-to-action and who clicked on certain links. Any call-to-action forms are logged into the CRM and assigned to a relevant Sales Rep.</p> <p>In addition to our CRM software, we also work very closely with a digital marketing agency who runs our search engine marketing (SEM) program. The agency's analytics dashboard lets us see statistics such as how many ad impressions we receive, how many people click on those ads and visit our website, contact us page and dealer locator and also which ads are the most popular. Our Bonnell Industries ads have some of the highest click through rates, averaging around 12.68% (industry standard is 4.3%).</p> <p>Our website also allows us to track visitors and different analytics. Our website allows us to create different call numbers and website links that allow us to track whether or not a lead form came in from an online advertisement, email or social media post. This function on our website links to our CRM software to view the analytics and track them on a dashboard. We also have a tracking code on our website which allows us to see what companies are visiting our website, and what pages they are looking at. This is a fantastic resource as it allows us to anticipate our customer's needs. If we see that they are looking a specific product on our website, we notify the relevant Sales Rep to give them a call or drop them an email to see if there's anything we can help them with.</p> <p>In addition to CRM and SEM, our marketing team also makes use of social media analytics. We have LinkedIn, YouTube, Facebook and Instagram accounts set up for Bonnell Industries and post on a weekly basis. The analytics allow us to see reach, engagement and demographic data.</p> <p>All of these online tools and analytics are viewed on a weekly basis in our every Monday morning KPI Department review meetings. If we notice our average drop, we diagnose the data to figure out why it is dipping and take action that week to get back to our average or above average numbers.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>In our view, Sourcewell's biggest role in promoting an awarded contract would be to withhold the reputation that Sourcewell currently has. Entities need to know how Sourcewell can benefit them and we will expect Sourcewell to continue building awareness and educating entities about contract opportunities by continuing to attend tradeshow, ensure the website is updated with our contract information and engage in other marketing activity such as advertisements etc. However, ultimately the marketing department at Bonnell Industries is responsible for promoting the contract and we will do everything we can to communicate an award with customers and increase exposure.</p> <p>Here at Bonnell we already hold a contract with Sourcewell, so integrating this award will be no different than what we have been doing for the past few years. Our Sales staff is trained on how to communicate the use of our contract. They know the right things to say to make purchasing departments comfortable with using contract purchasing. Should any entity need extra reassurance, or explanation of contract purchasing with Sourcewell, our sales team reaches out to our contract administrator at Sourcewell to help further convince the customer into utilizing Sourcewell. For the past 61 years we have held the same proven process to the forefront of our company. This proven process is documented on our attachment labeled "Proven Process" with in our RFP submission. Our proven process is used daily by all members of our staff here at Bonnell Industries. That proven process ultimately outlines the moto of upholding the best customer service that Bonnell's can offer.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Bonnell Industries, Inc. products and services are not available through a e-procurement ordering process.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All our training is entirely optional to entities. However, Bonnell Industries will provide up to 2 hours of introductory phone conference training with the Sourcewell Member free of charge, per product. This training can also include an Internet "Go to meeting" type conference, if necessary.</p> <p>On the ground training is available free of charge at Bonnell Industries Dixon, IL facility, prior to shipment.</p> <p>On the ground training at customer facility is available at Sourcewell Member's expense. This will be quoted on a case-by-case basis.</p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>a. Bonnell High Country and Metropolitan Plows include polymer bushings built into the trip spring mechanisms, resulting in a softer trip action, preventing equipment damage and operator injury from hard plow trips with obstructions.</p> <p>b. Bonnell trip edge plows and wings are offered with a “zero insertion force” mechanism that allows the springs to be installed with no spring load, creating a safer installation process</p> <p>c. Bonnell underbody scraper cylinder pins include a polymer bushing liner, designed to prevent the pins from seizing in a heavily corrosive environment. In the event that a cylinder needs to be replaced, the pins are more easily removable.</p> <p>d. Bonnell offers the patented Level Raise Lift System, allowing snow plows to be lifted with the cutting edge remaining parallel to the ground at all times. This allows for safer carrying of the plow at lower heights. US 7,017,288.</p> <p>e. Bonnell Commander Bodies have a unique trapezoidal side profile, which acts like a radius side tub body, but with the enhanced feature of having a larger rear cross section than the front, allowing for better material dumping.</p> <p>f. Bonnell Commander Bodies also have an enhanced chain cleaning system, developed in conjunction with NDDOT, that greatly reduces material drag back onto the truck chassis, which helps prevent corrosion of important truck components. Additionally, a clean out trap system allows collected material to be removed as necessary.</p> <p>g. For use in conjunction with the Bonnell Commander Bodies, Bonnell has developed a rear cross auger to assist with enhanced placement of material onto the roadway, a job which is not feasible to do with a standard tailgate spreader.</p> <p>h. Bonnell auger driven v-box spreaders are designed to allow for the most diverse configurations in the industry. Design allowances are made for rear direct drive motors, rear planetary drive motors, or front planetary drive motors, giving customers the best options necessary depending on their truck and chassis configurations and preferences.</p> <p>i. Bonnell patrol wing plows take advantage of a retracting rear mounted buffer brace and lift assembly, allowing the wing to tuck down lower on the truck, thereby not blocking the passenger window of the truck cab. Many competitor wings are configured such that the passenger window is completely blocked when the wing is stowed, creating an unsafe environment for both the operator and other traffic. The rear mounted lift assembly also greatly reduces the likelihood of “slap back”, when the wing “toe” will dig into the shoulder, and slap the wing up against the truck, damaging the truck cab, window, mirror, or dump body.</p> <p>j. The Bonnell Truck Package Switch Panel System is a modular, programmable switch panel system used for controlling 12-volt auxiliary devices. It also allows for plug and play harnesses that reduce or eliminate custom wiring harnesses. It also integrates directly with various safety and status sensors located throughout the vehicle to alert the operator to any issues and preventing damage to the equipment.</p> <p>k. Bonnell Truck Package Harnesses are completely standalone by connecting directly to the battery and distributing power through a centrally located fuse center in the Bonnell console. Bonnell’s wiring primarily uses Deutsch connectors that are IP67 rated for weather and water resistance but also includes factory compatible plugs that eliminate splicing into factory harnesses. Each harness is covered with heavy duty braiding over the entire length. Each harness has a unique serial number and is tested before installation. Each wire is labeled and color coded for easy install and service.</p> <p>l. Bonnell Truck Package Hydraulic Manifolds are machined out of solid aluminum and allow for fewer hydraulic connections to be made allowing for increased durability and reducing the potential for leaks. This also allows for easier installation and service. Hoses are also double wrapped with fire hose in suspected wear areas for increased durability.</p>
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42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>a. Bonnell Industries has recently implemented a 4-day work week for it's employees. This has been received with a high level of appreciation by our employees. Besides the savings of fuel costs to employees, it is also a 20% reduction of employee vehicle emissions as well as reduced plant emissions on the off days.</p> <p>b. Bonnell Industries recently completed lean training with a large group of employees across multiple departments, including manufacturing leads, production personnel, material handling, engineering, and service, with the end goal of starting a lean journey to eliminate waste in our manufacturing processes.</p> <p>c. Bonnell Industries is implementing a one-piece flow system into the manufacturing environment. This system will greatly reduce the amount of distance a part travels before it becomes a finished good. The end result is a more efficient shop, reducing the energy needed to make and move a piece through the manufacturing process. We anticipate the reduction of several fork trucks from our fleet when the process is fully established over the next 24 months.</p> <p>d. Bonnell Industries has begun the process of creating an electronic blue print system for our manufacturing department. This will significantly reduce the amount of paperwork generated in our work packets, as well as streamline our order processing department, saving paper, electricity, toner, lost work, and labor to create work packets. Shop employees will have access to prints via bar code scans and department computer monitors. This is scheduled to be up and running mid-late 2022.</p> <p>e. Bonnell Industries uses PPG Direct to Metal paint process for all manufactured goods. This paint is a single application process, with 73% solids, vs. 39% solids contained in typical wet spray paint. This reduces the amount of VOC's that are released into the atmosphere by some 50%, and creates a thicker, heavier paint finish that is durable and less prone to crack &amp; peel like powder coat.</p> <p>f. For improved air quality for our shop employees, Bonnell Industries has equipped its shop with Lincoln Electric Mobiflex Weld Fume Extractors, Powered Air Purifying Respirators (PAPR) and Circulator 6000 Filtration Units. This was a significant investment, but it has greatly reduced weld smoke and improved breathing air quality in our manufacturing facility.</p> <p>g. Bonnell Industries recently replaced all shop lighting with LED units. This has reduced electricity consumption in the manufacturing department, reduces unnecessary heat generation, and greatly improved lighting conditions for improved shop safety and employee morale.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>LED Program – By replacing all shop lighting with LED units we have become more energy efficient.</p> <p>Bonnell Industries, Inc works with two Non-profit organizations.</p> <ul style="list-style-type: none"> <li>• Kreider Services – Kreider Services provides direct care programs to persons with developmental disabilities. All of our cardboard boxes and shredding material are picked up by individuals in the Kreider Services Self Help program and recycled. The money received from the recycled products is used towards continuing the program.</li> <li>• United Way of Lee County – Unites people and resources to improve lives and build a stronger community. During our company Expo all aluminum cans are placed into United Way of Lee County bins and recycled. The money received from the recycled cans then goes to the Yes You Can program. Funds from this program are donated to a back to the community.</li> </ul> <p>Bonnell Industries, Inc. does our own Aluminum can recycling internally, along with restricting the use of paper and ink processes. The paper that does get used gets shredded and recycled.</p> <p>Bonnell Industries, Inc. also has plans for future expansion using Geo Thermal Heating and Cooling as well as Solar Power lighting to increase our energy efficiency and continue moving in a direction of a more environmentally clean facility.</p>



44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Our company is not women, veteran or minority owned; however, we are a smaller business compared to our competitors and are family owned. Not many companies in our industry remain family owned, so the fact that we are still family owned is very rare and benefits our customers when it comes to our employees being personable and passionate about providing the best customer service! We have several long-term employees and see many successful and happy employees come to their retirements at Bonnell.</p> <p>We work with a couple transportation and freight companies that hold a WBE certification, Freedom Freight and ACI Motor Freight. Both freight companies are extremely successful, and offer us the best freight rates!</p> <p>We may not be Veteran Owned today, but both our Founder, Jesse Bonnell, and the second-generation family owner, Bob Bonnell, served in our U.S. Military for the Army. Both Jesse and Bob had served and had been deployed over seas in our country's wars. As a family-owned business with a history of service to our country, Bonnell Industries supports our veterans and donates regularly to benefit service members of the Army and other branches of military. At Bonnell we also have a certification of participation with the U.S. Army Partnership for Youth Success Program. We support this program which helps recruit and identify job opportunities for young Americans who enlist in the Army. To see our Certification of Participation, we have attached it to our submission named as follows, "PaYS Contract.pdf".</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Bonnell Industries is a family-owned business, currently owned by third generation Joe Bonnell. Joe takes pride in making things right with the customer, resulting in long standing relationships with dealers and customers, who know that Bonnell will stand behind their product.</p> <p>The Bonnell core values have also been a roadmap to success in the business, creating a dedicated workforce that strive to service our customers. Core values of Quality Workmanship, building Professional Relationships, and being Loyal to our commitments and obligations has been a proven path to success that has created a dedicated customer base.</p> <p>While some of our competitors say that we just throw iron at our designs, the reality is that many of our products are over built, resulting in a history of years of trouble-free service, for our customers. We pride ourselves in having some of the heaviest plow designs in the industry, now being copied by multiple competitors because it has become a design that our customer base demands.</p> <p>Additionally, we believe in stocking necessary replacement parts so that our customers will not be down for long. We have had customers come to us for competitor's replacement parts, because they were not available directly from that source during the winter snow season. All of these things combined have created a unique company, with excellent customer service.</p> <p>Regarding the quality of our municipal truck packages, several areas stand out to make your offering unique. These include our electrical and hydraulic systems. We utilize a modular programmable switch panel system that reduces wiring and improves safety by providing feed back to the operator on component status, as well as allow for such features as timer delays. Our harness system utilizes battery direct connections, with no splicing throughout. With our hydraulic plumbing systems, manifold blocks are used throughout, simplifying plumbing with less hoses and fittings, reducing the likelihood of leaks.</p> <p>Our plow mounts are some of the most robust in the industry, utilizing ½" or 5/8" thick steel full side plates, which ensure that when an excessive impact occurs, damage to the hitch and truck frame is minimal.</p>

**Table 9A: 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?	Although Bonnell Industries Inc. strives for perfection in quality, if a defect in product occurs or poor workmanship is identified, we have policies in place to rectify the situation. Bonnell Industries Inc. warrants all components and products manufactured by them to be free of defects for one year from the date of purchase. All Bonnell Industries Inc. workmanship is covered by the same 12-month warranty, whether it's installation of Bonnell Industries Inc. goods, purchased components, fabrication, or repairs. All our products are delivered to the end user with an operations and maintenance manual, and included with that manual is always our warranty document. We have attached our warranty document to this RFP submission. It is titled, "Bonnell Warranty.pdf".
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Bonnell Industries Inc. warranty policy does not impose any restrictions or limitations that would adversely affect coverage when the product is used per the operator's manual. However, this warranty does not cover damage or failure caused by abuse, negligence, accident, improper customer installation, neglect, or natural disasters. Any modifications made by the buyer or a third party without Bonnell Industries Inc's prior written approval may void any warranty.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In the unlikely event that a warranty repair is required, any warranty repair must be conducted at Bonnell Industries Inc. or an authorized entity. Bonnell Industries Inc. will not cover travel time and or mileage under any circumstance. In some instances, a Bonnell Industries Inc. Representative may be available to repair the unit at the customers preferred location.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bonnell Industries Inc. has a large dealer network that covers the geographic regions of the United States and Canada in question. In circumstance's that a certified repair facility cannot be found, Bonnell Industries Inc. will locate and permit a third party, non-Bonnell Industries Inc. entity to perform any warranty repairs required.
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?	Many components manufactured by and purchased from other suppliers are sold and installed by Bonnell Industries Inc. These components are covered under Bonnell Industries Inc. warranty policy. The warranty policies of the individual providers may cover these components longer than Bonnell Industries Inc's warranty policy. Bonnell Industries Inc. will pass on any warranties received from the manufacturer for such components to the buyer, and as a courtesy will process warranty claims pertaining to these components.
51	What are your proposed exchange and return programs and policies?	Bonnell Industries reserves the right to add a 15% restocking fee on returned items. No returns on electrical items will be accepted. These policies are monitored case by case and the fee may be waived in certain circumstances.
52	Describe any service contract options for the items included in your proposal.	Bonnell Industries, Inc. does not offer service contract options for the items included in our proposal

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Bonnell Industries, Inc. standard payment terms are Net 30 for approved customers, otherwise we accept cash, check and credit card.

54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Bonnell Industries, Inc. offers financing options through Sheffield Financial and NCL Government Capital. We primarily use NCL Government Capital, and our customers have only had positive things to say about the process. In the current economic climate, we have heard from our customers of an increased need to use different financing options. The financing option that we prefer to encourage our Municipal customers to utilize is through NCL Government Capital.</p> <p>NCL Government Capital has been in the business of government leasing and financing for over 20 years, and they understand the bid/specification requirements and provisions involved with each government purchase. In light of the years of experience with government purchases, NCL has gone above and beyond to service their customers and make the purchasing process as painless as possible. They realize that when municipalities need new equipment, the funds are not always available, so they offer the customer Tax-Exempt Municipal Financing through manageable installment payments that come from their operating budget. The advantage to this is that no new debt is created, and the Tax-Exempt Municipal Financing does not require any form of voter approval in virtually every state.</p> <p>The Benefits to Municipal Financing include the following:</p> <ul style="list-style-type: none"> <li>• Immediate ownership can be acquired with no upfront cash required.</li> <li>• The Financing has a 1-2 day approval turnaround.</li> <li>• Finance 100% of your acquisition including soft cost.</li> <li>• Flexible payment options allow for creating budget calendar alignment.</li> <li>• No Buy-out or residual at the end of the term.</li> <li>• Defer first payment for up to 12 months.</li> <li>• Financing satisfies Municipal Bid Requirements because NCL holds a Source-well awarded contract.</li> <li>• Non-Appropriation language included.</li> <li>• No voter approval required in most states.</li> </ul> <p>The largest advantage to our customers in promoting NCL financing is the fact that NCL holds a Sourcewell-awarded contract. We promote to the end user that NCL went through a similar competitive solicitation process as we had, and they have done the heavy lifting to help save our customer's the time, admin headaches and money involved with going through the typical bid process. NCL is also very hands on and works directly with the customers, one-on-one, to make the communication and financing process quick and easy. NCL provides different marketing tools to help explain these financing advantages to the end user. We have included NCL Government Capital's flyers to our submission in the finance section under "Leasing Documents"</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>At the time of budget or quote, our sales team will utilize our Sales Order Quote document to provide the entity with price and product information for their consideration. Within this document, we collect and record the part numbers, pricing, customer information, Sourcewell ID #, and other important order information.</p> <p>Should the customer decide to move forward with the purchase, our Quote gets converted into a Sales Order which creates the demand for our production team to begin manufacturing the product. Once the order goes through production and is completed, the order then goes to Invoicing.</p> <p>All our Invoice documents appear very similar to our Sales Order documents, the only difference is that the final page of all our invoices include our terms and conditions and an invoice number. Our terms and conditions cover all the general payment terms, returns, warranty statements, etc.</p> <p>See the following related attachments: "Sales Order.pdf" &amp; "Terms &amp; Conditions"</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Bonnell Industries, Inc. does not accept the P-card procurement and payment process. To keep costs low for our customers we do accept VISA, MasterCard, Discover and AMEX through a national merchant processing provider.</p>

**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.	Bonnell Industries, Inc. pricing model is a 5% discount off of MSRP. To make it as easy on the Sourcewell member as possible we have included the MSRP price and Sourcewell discounted price for Bonnell Industries, Inc whole goods and parts in the following attached documents: Section B Truck Packages.pdf Section C Plow.pdf Section D Hitches.pdf Section E Wings.pdf Section F Scrapers.pdf Section G V-Box.pdf Section H UT Spreaders.pdf Section J Commander.pdf Section K Prewet.pdf Section L Wear Products.pdf Section N Push-N-Plow.pdf Section O Replacement Tailgate Spreaders.pdf Section P Cab Shield.pdf
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.	In order to continue providing Sourcewell members with the best price the discount on this contract will be a 5% discount from MSRP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	It is not uncommon for Sourcewell members to purchase larger quantities. In order to continue providing Sourcewell members with the best price we are offering an additional discount of 2% on any identical whole good purchased in the quantity of 5 or more and an additional discount of 5% on any identical parts purchased in a quantity of 10 or more.
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.	Bonnell Industries' procedure for sourced goods or nonstandard options is to take cost plus a percentage. This may include sourced goods, nonstandard items, or custom built to order items that may require engineering and/or research and development work. These items are quoted per request and the customer is supplied with a quote for each request.
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.	With the exception of the Snow Fighter Packages, most equipment in this proposal is offered to Sourcewell Member uninstalled. If installation is required, Bonnell Industries, Inc. or the nearest Bonnell Industries, Inc. distributor will quote those charges to the Sourcewell member. The Sourcewell member also has the option to install the product themselves using documentation and instructions supplied by Bonnell Industries, Inc.
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 snow and ice removal equipment will ship via tractor-trailer flatbed truck.  Complete snow fighter trucks will be shipped either RGN trailer, or handled as a drive away to customer facility.  To ensure that the PCA Member will get the best possible shipping rate, delivery charges will be quoted on a case-by-case basis.  Shipping fees will be pre-paid and added to the invoice
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery will be quoted on a case-by-case basis using a Logistics Company for Alaska, Hawaii and Canada to ensure that the Sourcewell member receives the best possible shipping rate.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	To deliver to Sourcewell members at the best possible price Bonnell Industries, Inc. employs our own CDL Certified drivers. These drivers use company owned vehicles to deliver products at a lower rate than outside vendors.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Bonnell Industries, Inc. pricing offered in this proposal is better than what we typically offer to any other organization. Sourcewell is a great cooperative procurement organization and we want to continue offering Sourcewell members the best price possible through this contract.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>For internal sales our system provides a check box and text entry box for our employees to utilize for Sourcewell sales. By selecting the box, it inputs the Sourcewell Contract number on all internal documents related to the sale and the text entry box is used to record the Sourcewell member number which is also imprinted on all internal documents. This process also indicates to the salesperson to discount the products with the Sourcewell pricing discount.</p> <p>Bonnell Industries, Inc. dealers are required to sign our Sourcewell "Opt-in Form". By signing this form, they are agreeing to comply to the Sourcewell listed pricing and reporting requirements that we outline for them. All Dealers who sign our "opt-in form" are welcome to utilize our contract and pricing, before processing their first sales, all dealers must also complete a Sourcewell training session, via in person or web call, with our sales management and representatives to understand how to utilize the contract as well as how to report sales. Once training is completed, they may begin processing their first Sourcewell sales.</p> <p>Bonnell Industries, Inc. has implemented a self-audit process that is incorporated into our order process. The Finance Department does a monthly review of all Sourcewell internal and external sales to confirm that all Sourcewell members have received the Contract pricing. In addition, all Contract paperwork is on file and appropriately referenced on internal paperwork to maintain compliance with the Contract. A quarterly report is provided to Sourcewell along with proper quarterly payment of administrative fees.</p>

67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>We currently hold a contract with Sourcwell, and should we be awarded this contract, we would track our success much like how we are currently tracking it. We utilize our CRM software to track potential future sales, and we use our ERP software to track closed sales. With our ERP Software and closed Sourcwell sales reports, we are able to see the growth of sales over specific time periods. The longer we have held our current contract and the more comfortable our customers have become; we have seen large and steady upward trending results.</p> <p>Our CRM software is used to generate leads and track future potential sales opportunities. Our marketing department sets up prospecting campaigns meant to target potential customers. Once the lead is generated, the CRM notifies sales of the lead and they field the lead. Our sales team is able to classify leads and opportunities as "Sourcwell", so that they know that the customer has expressed interest in utilizing the contract. Doing this allows us to track all open opportunities related to Sourcwell, and our marketing team actually uses those to automatically put those contacts into an email nurturing campaign that helps to educate the customer on how to use the contract. Using these metrics to track open Sourcwell sales, we have even had several meetings (both webinar style and in person) to host our customers in bulk and help answer questions they might have about using the contract. Our CRM software is a very powerful tool that has brought our company great success in the last several years, and we continue to see its capabilities increase and bring more benefit to our company every year! Furthermore, the sales team can pull reports within the CRM software to view all potential Sourcwell sales and their level of interest/potential. These reports can include all past and future potential as well. For example, if the sale was abandoned or lost, they can view the win to lost ratios and then dig down further into the lost sales and use the CRM to learn why they are losing the sales. Sourcwell along with our CRM, are great tools for our sales team and our customers.</p>	*
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>With the exception of our Turn Key Truck Packages, our administrative fee that we will pay to Sourcwell is 1.5% of sales that are made under the Contract. As for our Turn Key Truck Packages, we will continue to do a flat fee of \$750 for each item sold in Section B of our price list.</p>	*



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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Bonnell Industries is offering a very wide variety of snow and ice equipment which is very directly related to the scope of this RFP. Bonnell has spent the past 61 years perfecting the products and services that are outlined and offered in our proposal. We remain one of the United States top Snow &amp; Ice equipment manufacturers for municipal equipment and continue to dominate our regional market in Illinois as the top manufacturer and supplier of Snow and Ice upfitted Truck packages.</p> <p>By being a combination Manufacturer and Upfitter, we hold a large advantage in the market, because we can offer both. In addition, our products are manufactured with the upfitters (our dealers) processes in mind, meaning that we manufacture a product this is easier for our dealers and customers to implement in their own shops. Because of this combination, we often hear from our customers and dealers that they enjoy working with us because we are so experienced with the installs and our customer service help and training goes above and beyond from what they are used to with any other manufacturer of similar equipment.</p> <p>Our products offered in this proposal are as follows:</p> <ul style="list-style-type: none"> <li>• We are offering our completed Truck Mounted Snow Fighter Truck Packages. These turn key truck packages are proposed using our standard and most common builds that are highly customizable to fit the Sourcwell member's needs. We've included in our proposal 15 different variations of turn key truck package options.</li> <li>• Our manufactured snow and ice removal equipment offerings include the following categories of equipment: <ul style="list-style-type: none"> <li>o Multiple styles of front mounted snowplows</li> <li>o Multiple styles of Plow Hitch mounting kits</li> <li>o A couple variations of underbody plows</li> <li>o A few variations of side wing plows</li> <li>o Our Commander multipurpose body line with a multitude of different body types and variations. These variations include Auger/chain live bottoms, front or rear discharge, and many other options. Dump bodies include standard cross-memberless and multipurpose, both in stainless steel and carbon steel.</li> <li>o V-box Salt Spreader (or sander) hoppers in both conveyor and auger design. Different models are offered for different applications such as hook lift, chassis mounted or slide in. Also offered are different sizes and styles for different capacities and different sized trucks.</li> <li>o Tailgate spreaders which include under tailgate mounted and replacement tail gate models.</li> <li>o Rear cross conveyor or auger for discharging shoulder gravel or other materials.</li> <li>o Accessory prewet and anti-ice liquid systems are available with all Bonnell Spreaders and Commander bodies.</li> <li>o Additional equipment and services include complete hydraulic systems and installation, both dual flow and electronic type.</li> <li>o Complete lighting systems, toolboxes, and other truck accessories are also available.</li> </ul> </li> <li>• Lastly, Bonnell Industries performs a multitude of different service and remanufacturing work. We service and/or replace hydraulic systems, lighting, and all makes and models of snow and ice removal equipment. We remanufacture, rebuild, and repaint many makes and models of snow removal equipment, trucks, chassis, etc. We often do refurbish and retro-fit work to customer's old truck chassis, this work can include dump body, wing plow, scrapper, spreader, plow, hitch replacements and much more.</li> </ul>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Clearing Equipment, Road Maintenance Equipment, Roadway/Highway safety Equipment, Deicing Equipment, Secondary Road Maintenance Equipment, Multi-use Road Equipment, Street Clearing Equipment



**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	Plows, blades, wings, blowers, and brooms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Full line of truck mounted snow removal equipment, including plows and plow mounts, wing plows, and underbody scrapers.	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Truck mounted spreaders including under tailgate, replacement tailgate, and v-boxes in the pintle chain, single auger, and dual auger drive configurations. Independent and add on prewet systems for tailgate, frame, or behind the cab mount, or for multipurpose and v-box mounting. Additionally, Multipurpose bodies in various configurations including front or rear discharge, tub design or flat floor, pintle chain or dual auger configurations. Options such as prewet systems, cab shields, and various spinner assembly configurations.	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete snow fighter truck packages with such equipment as dump bodies or multipurpose bodies, hook lift systems, hydraulic systems, pneumatic controls, electrical systems, and accessories.	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Complete line of replacement wear edges for plows, wings, and scrapers, including standard carbon blades, flame hardened blades, carbide blades, packaged installation bolts, rubber blades, curb guards and blade savers, wear shoes, moldboard shoes, mushroom shoes, frog protectors, Polarflex kits, parts and accessories, special blades for wings, special blades for scrapers.	*

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

**Line Item 75. 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Monday June 20, 2022 16:53:56
  - [Financial Strength and Stability](#) - Financials.zip - Tuesday June 21, 2022 08:51:13
  - [Marketing Plan/Samples](#) - Marketing Materials.zip - Monday June 20, 2022 16:33:12
  - [WMBE/MBE/SBE or Related Certificates](#) - Related Certificate PaYS Contract.pdf - Tuesday June 21, 2022 08:52:46
  - [Warranty Information](#) - Bonnell Warranty.pdf - Monday June 20, 2022 15:42:17
  - [Standard Transaction Document Samples](#) - Transaction Documents.zip - Monday June 20, 2022 16:50:23
  - [Upload Additional Document](#) - Additional Documents.zip - Monday June 20, 2022 16:52:06

## 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. - Tessa Smice, Inside National Sales and Contract Representative , Bonnell Industries, Inc.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222</b> Thu May 26 2022 01:38 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222</b> Fri May 20 2022 02:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222</b> Tue May 3 2022 03:55 PM	<input checked="" type="checkbox"/>	1