

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Marathon Equipment Company, 909 County Hwy. 9 South, P.O. Box 1798, Vernon, AL 35592 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor 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 June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal. Vendor pricing is in US Dollars and all payments will be in US currency.

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 will be repaired to "as new" condition under warranty. Vendor will have the right to first attempt to make repairs onsite to the satisfaction of the Participating Entity. If after attempted onsite repair it is determined that off-site repairs or return to the factory is necessary, Vendor will do so at Vendor's expense. In the alternative, Vendor and Participating Entity may agree in writing to a financial settlement to remedy such

damage. 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.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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**

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

- Identify the applicable Sourcwell 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Vendor may reject any purchase order containing unacceptable additional terms or conditions.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor 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 Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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.** Vendor 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. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor 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 Vendor's name and Sourcwell-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.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor 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 this Agreement 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 the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. 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, 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. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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. In no event will Vendor be obligated to indemnify any party to the extent of such party's willful misconduct or negligent acts or omissions.

## **12. GOVERNMENT DATA PRACTICES**

Vendor 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

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

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor'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 its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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. In no event may either party modify the other party's marks in any manner except proportional sizing may be performed. 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. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

*5. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County 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 to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration 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, Sourcwell and the Vendor 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 Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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, Vendor 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.* Vendor 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-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract 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 Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor 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 also require additional requirements based on specific funding specifications. 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 Vendor’s Equipment, Products, or Services with United States federal funds. The Participating Entity must notify Vendor in writing of any requirement noted in this section at the time of issuance of the Purchase Order. Vendor will have the ability to refuse to accept such a Purchase Order.

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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents.

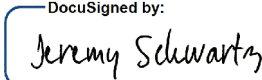


L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements 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.

## 22. CANCELLATION


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

Sourcewell

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer

Date: 5/26/2021 | 2:51 PM CDT

Marathon Equipment Company

DocuSigned by:  
  
 By: 49D840C627CF45F...  
 George Paturalski  
 Title: Senior Director Risk  
 Management/Assistant Secretary

Date: 5/26/2021 | 10:34 AM PDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coauette  
 Title: Executive Director/CEO

Date: 5/26/2021 | 7:52 PM CDT

# RFP 040621 - Bulk Solid Waste and Recycling Equipment

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## Vendor Details

Company Name: Marathon Equipment Company  
Address: 909 County Rd 9 S  
P.O. Box 1798  
Vernon, AL 35592  
Contact: Jordan Sandlin  
Email: jordan.sandlin@marathonequipment.com  
Phone: 614-203-4343  
HST#: 63-1035316

## Submission Details

Created On: Wednesday February 17, 2021 10:40:19  
Submitted On: Monday April 05, 2021 15:32:17  
Submitted By: Jordan Sandlin  
Email: jordan.sandlin@marathonequipment.com  
Transaction #: 0af5879a-b379-49cf-966c-7ceca6af5668  
Submitter's IP Address: 208.38.250.147

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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 (and applicable d/b/a, if any):   | Marathon Equipment Company (Delaware)  |
| 2         | Proposer Address:   | 909 County Hwy 9 South<br>P.O. Box 1798<br>Vernon, AL 35592 USA  |
| 3         | Proposer website address:   | www.marathonequipment.com  |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone)<br>(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): | George Paturalski, Senior Director, Risk Management / Assistant Secretary, 2030 Hamilton Place Blvd, Suite 200, Chattanooga, TN 37421 USA, gpaturalski@doveresg.com, 423-648-5250  |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):   | Jordan Sandlin, Senior Sales Manager/Sourcewell Coordinator, 909 County Hwy 9 South, P.O. Box 1798 Vernon, AL, 35592 USA jordan.sandlin@marathonequipment.com, 614-203-4343  |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  | Bob Quinn, Director of RamJet Sales, bob.quinn@doveresg.com<br>Jeffry Swertfeger, Director of Marketing, jswertfeger@doveresg.com<br>George Paturalski, Senior Director of Risk Management / Assistant Secretary, gpaturalski@doveresg.com<br>All mailing addresses are the same as above. Please direct questions through authorized representative above if at all possible. |

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

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |  |  |
|----|--|--|
| 7  | 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>Marathon Equipment Company</p> <p>Marathon Equipment Company is known throughout the world as a leading manufacturer of onsite waste compaction and recycling systems. The Marathon RAMJET® brand has been the industry standard for quality and innovation for more than 50 years. Our products include stationary and self-contained compactors, auger compactors, compaction containers, transfer systems, pre-crushers, apartment and high-rise compactors.</p> <p>Marathon Recycling Solutions also offers a wide range of baling solutions used in recycling and scrap processing operations, including precision-built auto-tie, two-ram process balers, manual-tie horizontal, vertical balers, and conveyors. Marathon also has the equipment and expertise to help customers design the most efficient and cost-effective processes for Material Recovery Facilities (MRFs) and recycling centers.</p> <p>Marathon also offers repair and replacement parts for its compaction equipment and balers. Most commonly requested parts are available for next day delivery when ordered before 3:00 P.M. Central time.</p> <p>MARATHON is an operating company under the Environmental Solutions Group umbrella of Dover Corporation. Dover Corp. is a fortune 500 company with revenue around \$8B annually. We operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:</p> <p>Mission: ESG provides premier innovative solutions that process, transport, and transform the solid waste stream into sustainable resources that benefit our customer and communities.</p> <p>Vision: To be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> <li>• Collaborative Entrepreneurial Spirit</li> <li>• Winning Through Customers</li> <li>• High Ethical Standards, Openness, and Trust</li> <li>• Expectations for Results</li> <li>• Respects and Values People Strategic Priorities:</li> <li>• Safety</li> <li>• Quality</li> <li>• On-Time Delivery</li> <li>• Productivity Improvement</li> </ul> <p>Marathon Equipment Company is well-known and well-respected within the industry for delivering quality, innovation, and lowest total cost of ownership, and we are focused on understanding and solving customer problems.</p> |
| 8  | What are your company's expectations in the event of an award?   | <p>In the event of an award Marathon Equipment would expect to provide Sourcewell members optimum solutions to their waste handling needs with equipment that has a total cost of ownership that is one of the lowest in the industry. We would expect to promote our partnership through specific marketing agendas detailed in the "Marketing Plan" section below, as well as provide in-person consultative approach visits to members to ensure the customers all receive the solutions they require. As the transaction is not completed at the time of the sale, we will also demonstrate our commitment to service and support that is unmatched in the waste and recycling industry. Our team of professionals have completed many successful projects with the Sourcewell members and expect to grow the installation base demonstrating that Marathon Equipment is a fully committed partner providing unmatched waste and recycling solutions.</p>  |
| 9  | 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>Marathon is part of Dover Corporation's Environmental Solutions Group. Operating companies financials are not publicized. Please feel free to copy and paste the link below to view the publicly available Dover Corporation annual report that demonstrates the financial strength and stability of our company.</p> <p><a href="https://investors.dovercorporation.com/annual-reports">https://investors.dovercorporation.com/annual-reports</a></p> <p>A copy of the report is also attached in the documents section of the RFP.</p>  |
| 10 | What is your US market share for the solutions that you are proposing?   | <p>Although the last years events and market volatility have made it more difficult to ascertain precise market share, our last known market share was 38% of the total US market share for compactors and balers.</p>   |
| 11 | What is your Canadian market share for the solutions that you are proposing?   | <p>Although the last years events and market volatility have made it more difficult to ascertain precise market share, our last estimated market share was 18-22% of the total Canadian market share for compactors and balers.</p>  |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | <p>No</p>  |

|    |   |  |   |
|----|---|--|---|
| 13 | <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>Marathon is the manufacturer of the equipment proposed in this RFP. Our sales and service departments are staffed by Marathon employees. Marathon also sells equipment through its dealer network, authorized re-sellers and utilizes over (90) service companies in the United States and Canada to provide installation and warranty services.</p>  | * |
| 14 | <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>a) Compactors are compliant with ANSI Standard Z245.2<br/> b) Balers are compliant with ANSI Standard Z245.5<br/> c) UL - Underwriters Laboratories certification UL 508a for Industrial Control Panels.<br/> Most compaction products and vertical balers are UL 73 (totally UL listed)<br/> d) CSA -Canadian Standards Association certification for Industrial Control Panels<br/> e) NWRA Stationary Compactor certification for dimensional and performance specifications</p> | * |
| 15 | <p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>   | <p>None</p>  | * |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 16        | Describe any relevant industry awards or recognition that your company has received in the past five years   | <p>a) Marathon and ESG hold more than 200 industry patents for solid waste and recycling innovations.</p> <p>b) Marathon has achieved over 500,000 work hours with no lost-time accidents - a notable safety milestone. We have also recorded 8 of the last 12 months with no recordable incidents.</p> <p>c) Marathon/ESG employees serve on various ANSI Committees</p> <p>d) Pat Carroll, ESG President, is a member of the:</p> <p>i) Board of Governors of the National Waste and Recycling Association (NWRA)</p> <p>ii) Board of Directors of Environmental Research and Educational Foundation (EREF)</p> <p>e) We are corporate members of the following industry organizations:</p> <p>i.) Environmental Industry Association (EIA)</p> <p>ii.) Institute of Scrap Recycling Industries (ISRI)</p> <p>iii.) National Association for Information Destruction (NAID)</p> <p>iv.) National Waste Recycling Association (NWRA )</p> |
| 17        | What percentage of your sales are to the governmental sector in the past three years   | Although these numbers are difficult to ascertain for the reason that a lot of our end-user sales go through our dealer network and our other channel partners that do not necessarily report governmental sales unless they go through Sourcewell, we estimate the total municipal sales to be 8-12% of our annual sales volume. We can state that 2020 Sourcewell sales were at 6% of our total annual sales.  |
| 18        | What percentage of your sales are to the education sector in the past three years  | For the same reasons as above, we estimate our sales to the education sector to be 5-7% of our annual sales volume.  |
| 19        | 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?          | Marathon does not directly hold any state or cooperative purchasing contracts outside of Sourcewell. Marathon has no current intent to enter into any other cooperative purchasing agreements.   |
| 20        | 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? | <p>Marathon does not directly hold a GSA contract. Our products are available to GSA customers through our dealer Action Compaction. Our Marathon compactors and vertical balers, as well as our horizontal balers, are listed in the GSA Products Catalog on the GSA Advantage website under contract number GS-07F-5447P.</p> <p>These products are available for purchase through Action Compaction, one of our Marathon dealers, via <a href="http://www.gsaadvantage.gov">www.gsaadvantage.gov</a>. Action Compaction is located at 1042 East Ft Union Blvd #260 in Midvale, Utah.</p> <p>Marathon is owned by Dover Corporation and does not disclose financial information at the operating company level.</p>  |

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name *         | Contact Name *           | Phone Number * |
|-----------------------|--------------------------|----------------|
| University at Buffalo | Craig R. Hooftallen, MBA | (716) 645-4572 |
| City of Conway, AR    | Adam Robinson            | (501) 339-8375 |
| University of Alabama | Tony Johnson             | (205) 348-8798 |
| City of Florence, AL  | David Koonce             | (256) 760-6495 |
| Marshall Co., TN      | Doug Giles               | (931) 359-0547 |

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

**Line Item 22. 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 * |   |
|------------------------------|---------------|---------------------|--|------------------------|----------------------------------|---|
| City of Myrtle Beach, SC     | Government    | South Carolina - SC | Multiple project location for (30) compactor sites | \$982,769.00           | \$982,769.00                     | * |
| Marshall Co. Solid Waste, TN | Government    | Tennessee - TN      | Large conveyor system for MRF plant                | \$952,871.00           | \$952, 871.00                    | * |
| Chester Co. Solid Waste, TN  | Government    | Tennessee - TN      | Large conveyor system for MRF plant                | \$700, 215.00          | \$700,215.00                     | * |
| County of Orangeburg, SC     | Government    | South Carolina - SC | Multiple project location for (21) compactor sites | \$472,535.00           | \$472,535.00                     | * |
| City of Florence, AL         | Government    | Alabama - AL        | Large conveyor system for MRF plant                | \$372,993.00           | \$372,993.00                     | * |

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

Describe your company's capability to meet the needs of Sourcewell 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 *  |   |
|-----------|---|---|---|
| 23        | Sales force.                                  | Marathon's compaction equipment is sold through our direct sales force as well as through a national dealer network, authorized re-sellers and (90)+ service providers that cover all of the US and Canada, International sales are shared and supported by our ESG partners international sales team consisting of (3) additional full time sales people. Each region is supported by a full-time Sales Manager who is an in-house expert in the Marathon product line. Please refer to the uploaded Sourcewell Marketing Plan section for detailed maps and contact information.  | * |
| 24        | Dealer network or other distribution methods. | In addition to its direct sales force, Marathon also sells its products through an extensive dealer network and authorized re-sellers covering all of North America as well as export countries. In addition, we have a network of dealers and authorized re-sellers in excess of (100) companies nationwide. We are excited to announce our dealer re-development program that is requiring all dealers to go through a Dover-prescribed third party vetting process to ensure our dealers are not involved in any inappropriate business activities – and that Dealer principal sign-off of the Dover Code of Conduct is a requirement of our dealer agreement process. In addition, this dealer network either has or will start incorporating our same systems, Tavant, Help-Lightning and Zendesk into their service, parts and support teams as well. A list of the dealers is provided in the Sourcewell Marketing Plan section.<br><br>We have provided a current list of our highest volume dealers that are currently going through our dealer re-development program. If, at any time during our agreement, a dealer needs to be verified. We can verify a dealer or re-seller in good standing via a letter from our coordinator. We have attached an example letter in our Sourcewell Marketing Plan upload section. | * |

|    |  |   |   |
|----|--|---|---|
| 25 | Service force.   | <p>Marathon employs (11) full time service employees to provide customers and dealers with maintenance and operator training, technical support, as well as start-up training for all auto-tie and 2-ram balers as part of our standard offering. Technicians have the ability to contact many larger machines remotely to help customers with issues from our service center. In addition, our parts department employs (7) employees with a combined tenure of over 175 years. Our Service and parts department use several advanced ticketing and support systems including but not limited to Tavant, Help Lightning and Zendesk.</p> <p>Marathon equipment Technical Support has an average initial response time of less than one hour during the hours of 8am – 4:30pm Central Time. After hours support may be requested via email for follow-up the following day. Cases are managed through the Zendesk system capturing call information, unit history, and live video using Virtual Technician to help customer technicians to more easily diagnose and repair their equipment. Additionally, Marathon Technical Services is reinforced by the overall Environmental Solutions Group Technical Team providing additional resources for remote or on-site support needs. This means that more technicians are available to assist you even when call volumes are high.</p> | * |
| 26 | 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.  | Marathon offers dedicated Customer Care for new equipment sales and support, as well as aftermarket parts sales and support. For new unit sales, ESG's release management process provides firm commitment dates on standard orders within (72) hours and within (10) days on custom requests. Production orders are reviewed at end of line against the customer purchase order to ensure 100% compliance to the customer's request.   | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.   | Marathon is fully prepared and uniquely capable of servicing all Sourcewell Member geographic areas and market segments under this contract in the United States.   | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.  | Marathon is fully prepared and uniquely capable of servicing all Sourcewell Member geographic areas and market segments under this contract in the Canada.  | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.   | We are not excluding any areas at this time. We are fully prepared to serve any Sourcewell Member in the U.S. (including Hawaii and Alaska as well as any other U.S. territories). Marathon has continued to support Canada throughout the entire Pandemic through our dealer network.  | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | None  | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | None. Marathon does business currently with customers in United States, Hawaii and Alaska as well as U.S. territories in other parts of the world.  | * |

**Table 7: Marketing Plan**

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|



|    |   |  |
|----|---|--|
| 32 | <p>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> | <p>To properly support the proposed contract with Sourcewell, Marathon would use a combination of established and new marketing programs, along with our entire dealer network, for national and, if needed, international promotion. Key elements of our marketing program would include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Feature the Sourcewell logo on each of our website with links to information about the contract as well as to the Sourcewell website.</li> <li>• Create a printed and electronic brochure summarizing Marathon 's portfolio of products and services under the contract and forward to all Sourcewell members along with contact information for their local dealer or salesperson.</li> <li>• Develop a coordinated, bi-monthly e-mail blast program targeting Sourcewell Members to promote the contract and provide overviews of products in each of the major contract categories.</li> <li>• Develop a series of full-color, print-ready ads in various sizes that would be used as part of a national advertising campaign in the Sourcewell Catalog and various industry trade publications.</li> <li>• Highlight the contract with Sourcewell at all regional and national trade shows with signage in our booth and by training our booth staff to discuss Sourcewell with the appropriate customers and prospects at each show. See our list of trade show participation for a list of regional and national trade shows in which we or our dealers participate on an annual basis.</li> <li>• Create two value proposition presentations about the Marathon and Sourcewell relationship under the contract: One to educate our dealer network about the contract and their role in supporting and marketing Marathon products and services to Sourcewell members; and one tailored towards Sourcewell Members that would be used by Marathon sales personnel and dealers to increase Member awareness of the contract.</li> <li>• Work with our dealer network to post the Sourcewell logo on their individual websites with links to information about the contract as well as to the Sourcewell website.</li> <li>• Add the Sourcewell logo to the electronic and printed versions of our branded product brochures to increase awareness of the contract.</li> <li>• Identify which of our current customers might be eligible for Sourcewell membership and work directly with Sourcewell to appropriately facilitate membership.</li> <li>• Invite Sourcewell representatives to be keynote speakers at Marathon dealer sales meetings as well as, yet to be announced, virtual trade show events.</li> <li>• Promote Sourcewell to the various professional associations related to the solid waste and recycling industry, including National Waste Recycling Association (NWRA), Environmental Industry Association (EIA), and Solid Waste Association of North America (SWANA).</li> </ul> <p>Marathon Equipment has been – and will continue to be – an ardent supporter of Sourcewell. Since its inception, Sourcewell has been aggressively marketed by Marathon, through its extensive nationwide dealer/distributor network and works through its Regional Sales Managers – to ensure that Sourcewell's value proposition is both understood and communicated to end users.</p> |
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| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.   | <p>Marathon employs a professional in-house marketing communications staff in support of all brands. This team is specifically responsible for enhancing the equity of all brands in the ESG portfolio and develops integrated strategic marketing programs in support of key growth and/or corporate communications initiatives using advertising, trade shows, direct mail, literature, new product launch packages, application videos, sales presentations, e-mail blasts, websites, and social media activities.</p> <p>Marathon leverages the latest technology to combine the use of Internet websites, e-mail blasts, electronic online buyer's guides, search engine optimization, mobile-friendly content, customized dealer literature, media relations, social media activities, and webinars to communicate with our customers and prospects and drive product and service awareness. We would apply these same tools to our internal and external marketing programs with Sourcewell under this contract. Marathon's Marketing arm is well staffed and expertly equipped to employ the latest communications strategies and technologies to further the goals of Sourcewell – and to inform our valued customers that quality Marathon compactors and balers are available through Sourcewell.</p> <p>Please refer to Example (1) and Example (3) in our uploaded Sourcewell marketing plan folder for examples of advertising already in place.</p> <p>Marathon social media posts promoting Sourcewell, including twitter, Facebook, LinkedIn. Example (3)</p> <p>Further, Sourcewell branding is included as a process step in all new Marathon product releases – to ensure that prospective customers know that new innovative products are made available through Marathon's Sourcewell contract.</p> <p>The above examples and efforts are only as good as the audience Marathon commands – and this is an important aspect of Marathon's overall strategy. Marathon spends a considerable amount of money and time on our online branding strategy and as a result, we substantially lead all other competitors in our website Search Engine Optimization visibility per Example (2). What this means is that Sourcewell information posted on Marathon's website – or through our social media channels - are at least 6X more likely to be viewed by prospective customers than those posted by competitors.</p> |
| 34 | 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>Marathon views Sourcewell's role as a collaborative partner in marketing the products and services available under this contract, as well as the relationship as a whole. As part of our collaboration, Marathon will promote Sourcewell in all possible venues to increase awareness and, in turn, would request that Sourcewell promote Marathon as a premier partner with comprehensive capabilities and strong ability to add value to Sourcewell Members. We would like to see Marathon promoted in all Sourcewell literature, on the Sourcewell website, and at all applicable regional programs and events.</p>  |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Parts are available to order through e-procurement. At this point due to the customization and application specific equipment needs, all equipment purchases are handled through Marathon Regional Sales Managers or dealers.</p>   |

Table 8: Value-Added Attributes

| Line Item | Question   | Response *  |
|-----------|--|---|
| 36        | 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>We conduct in-person training sessions for customers, dealers, and internal salespeople onsite in our Vernon, Alabama production facility as well as regionally as required by our customers. Courses range from selling techniques, to technical product training and operator training, to product maintenance schools. There is no charge for the sales training that our Regional Sales Managers perform at customer locations. Depending on the desired technical training, there would be a charge for field service technicians to provide the onsite service schools. Several maintenance and training courses are offered at our facility in AL that include "hands on" training and also an understanding of how the equipment is manufactured which helps to solidify the training. In addition we encourage you to look at our newly developed Service Shack on-line training videos where customers can go 24 hours a day to learn how to service and maintain their equipment. Please copy and paste the link below or it is also provided in our Supporting Documents and Customer Testimonials attachment</p> <p><a href="https://www.marathonequipment.com/service-shack">https://www.marathonequipment.com/service-shack</a></p> |

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| 37 | Describe any technological advances that your proposed products or services offer. | <p>Innovation is at the heart of our new product development process and we are committed to developing products that solve customer problems and make them more efficient and profitable. Our history has many firsts, the first vertical compactor, the first 34 C.Y. self-contained compactor. The first single side closing mechanism for compactors and the list goes on. However, we don't stop there and we are never satisfied. As an example, even though the industry has had self-contained compactors for over 40 years, we weren't content. So, Marathon developed the first self-contained compactor with the cylinders raised out of the liquids and collected fines behind the ram that ruin cylinders, hoses, pins and cause costly repairs and down time. In fact, we are so confident in this compactor, it carries the industries first 7/5/3 warranty as explained in the warranty section. A link to copy and paste for a detailed description of our new innovative design is below as well as in the Additional Documents upload folder.</p> <p><a href="https://www.youtube.com/watch?v=3evgyslA7cc">https://www.youtube.com/watch?v=3evgyslA7cc</a></p> <p><a href="https://www.marathonequipment.com/images/uploads/brochures/RJ-250-SC2-trash-compactor-brochure-3-25-2021-web.pdf">https://www.marathonequipment.com/images/uploads/brochures/RJ-250-SC2-trash-compactor-brochure-3-25-2021-web.pdf</a></p> <p>Some of our other more recent technological advances include:</p> <p>Galaxy Pro monitoring system for twin ram horizontal balers. This system allows customers to remotely interact with the baler through a web based application. Customers can receive maintenance alerts, machine faults, and track productivity of the machine including tracking bales by commodity all via email or text messaging.</p> <p>Auger Compactors- Marathon 's Stationary and Self Contained Auger Compactors are easy to use and maintenance friendly. Features such as the short tail for dock feeding, or rear feeding, and the check valve action that assures materials stay in the container, all add up to a reliable auger compactor for years of trouble-free performance. The Stationary Auger is ideal for dry waste such as OCC, and with a displacement rate of up to 425 cubic yards of material per hour, and an auger that always moves forward, you can be confident that your machine will run on time every time. Marathons Auger Compactors have shown that they can achieve payloads of OCC up to (10) tons. This is over twice what a conventional compactor achieves and reduces transportation costs and greenhouse gas emissions by 50 percent or more.</p> <p>The Self-Contained Auger is ideal for wet waste such as organic material and medical waste, with a displacement rate of up to 305 cubic yards of material per hour. Some of the advantages of using an using an Auger Compactor include:</p> <ul style="list-style-type: none"> <li>--Denser waste volume, reducing transport movements and cost</li> <li>--Minimize waste storage space on site</li> <li>--10-15 decibels quieter than conventional compactors</li> <li>--Eliminates the task of cleaning and maintaining the cylinder housing cavity</li> <li>--Lack of hydraulics/hydraulic oil eliminates the risk of oil spills</li> <li>--Fewer components to maintain than conventional compactors</li> <li>--Reducing hauls cuts down on GHG emissions</li> </ul> <p>Marathon continues to develop as we strive to work on life cycle, maintenance and compactor reporting developments that will be released in the coming months. These innovative processes will be able to help predict and extend life cycle performance as well as help to reduce environmental impacts due to worn components that could fail. In addition, these innovations will minimize the number of pulls on the compactor, further reducing emissions and use of fossil fuels.</p> |
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| 38 | 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>As a leader in the solid waste and recycling industry, Marathon maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate -green practices into our company processes as well as into our products. Here are some examples:</p> <p>Whenever available, Marathon uses "high efficiency" electric motors, reducing electrical consumption.</p> <p>Marathon's line of auger compactors and innovative ECD's (electric cart dumpers) eliminate the possibility of storm water contamination from hydraulic leaks.</p> <p>Our entire line of horizontal balers are made from 100% recycled steel</p> <p>Marathon's -Ultra line of self-contained compactors, which weigh one-half ton less than conventional compactors, enabling extra payload within legal highway weight limits and reducing fuel costs and consumption of fossil fuels.</p> <p>As a Dover company, Marathon supports Dover Corporation's SustainAbility Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic com pounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise .</p> <p>Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each year by the year 2020, in fact we have well surpassed our 10 year goal by achieving a 72% reduction since 2010. Dover will use a combination of programs, supported by its operating companies like Marathon, to reach these goals, including energy assessments; energy management plans; global programs to drive consistency in procurement, building standards, and business continuity planning; communication and education of employees; and conducting site assessments to identify renewable energy options.</p> <p>Because we are a green leader in the industry, more than (2) years ago we made a priority to reduce the amount of paper wasted by outdated brochures that often do not get disposed of properly. Therefore, we encourage you to take a tour through our website and see the many innovations and leading technologies that Marathon has to offer. The address is below and is also included on the Supporting Documents and Customer Testimonials upload under documents.</p> <p><a href="https://www.marathonequipment.com/">https://www.marathonequipment.com/</a></p> |
| 39 | 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. | We are unaware of any programs that apply to our products other than those previously or hereafter mentioned.   |
| 40 | 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.    | As an operating entity of a public company, Marathon is not certified as WMBE,SBE, VOSB or SDVOSB business entity. However, some of our dealers and authorized resellers do meet these requirements and will be encouraged to participate in their market AORs when practical.  |

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| <p>41</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>We are confident that that no other proposer can offer Sourcewell and its Members a single-source solution of products and services as broad, deep, and innovative as the one ESG can deliver.</p> <p>Marathon products are recognized industry-wide and globally for their durability, their positive impact on customers' bottom line profitability, and for delivering the lowest total cost of ownership over the life of the product.</p> <p>At Marathon, we focus on the following strategic imperatives to deliver the highest value to our customers:</p> <ul style="list-style-type: none"> <li>• Innovation is at the heart of our new product development process and we are committed to developing products that solve customer problems and make our customers more efficient and profitable while addressing their desires to become more green.</li> <li>• We actively involve customers in the development of new products through our Voice of the Customer Program. Customers are invited to provide input on product designs, share insight into local service trends, and collaborate on specific phases of product development, wherever possible.</li> <li>• We strive to provide our customers with the lowest total cost of ownership over the life of each product.</li> <li>• We are committed to minimizing our impact on the environment and have helped our customers meet their own individual needs in that regard by developing several product innovations, that help to reduce chances of environmental impact or specific environmental concerns.</li> <li>• Maintaining a robust and skilled dealer network is a key differentiator for Marathon, enabling us to deliver consistent, skilled, local customer support.</li> </ul> |
|-----------|---|--|

**Table 9: Warranty**

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 42        | Do your warranties cover all products, parts, and labor?  | All of Marathon's products are covered by a parts and labor warranty. In fact, 2021 marks the release of Marathon's newly extended warranty programs which will continue to show our status as an industry leader. The details of the new warranty program will be uploaded in the warranty section of the documents upload. *  |
| 43        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Our warranties do have total hour use restrictions but very few compactor applications would ever achieve the hours before the date. *  |
| 44        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Yes, our newly updated warranty policy does make provisions for travel time, parts, labor, as well as hydraulic oil. It is doubtful that our written warranty statement will be available at the time of this bid opening but we will upload it to our location on the website as soon as it is available. No restrictions to our standard will be imposed on the Sourcwell contract. *   |
| 45        | 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? | Other than current or future Covid restrictions, Marathon is able to provide warranty services to the U.S. and Canada, including Alaska and Hawaii. Even with restrictions, most times, these services can be provided by our extensive dealer and service provider network. *  |
| 46        | 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?  | In the rare instance that an item was provided that was not considered part of our OEM product, that manufacturers current written warranty would apply. *  |
| 47        | What are your proposed exchange and return programs and policies?   | Most parts replaced under warranty are expected to be returned for analysis if practical. The customer will be advised if a return is required or if disposal is acceptable. In regard to returns for items purchased including equipment and parts, we will allow most items to be returned with written authorization. The typical return policy is a 25% re-stocking fee, freight to destination and return freight to Marathon. This does not apply to warranty items * |
| 48        | Describe any service contract options for the items included in your proposal.  | Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs. *  |

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

| Line Item | Question  | Response *   |
|-----------|---|--|
| 49        | What are your payment terms (e.g., net 10, net 30)?   | <p>Standard payment terms are NET 30 Days for most customers with approved credit. On horizontal balers and M-Series (Transfer Station Compactors) our terms are typically 30% down, 60% at completion (prior to shipment) and 10% net 30 days. However, with prior approval and proof of commitment and financial strength, this policy can be considered on an individual basis.</p> <p>All payments (receivables) will be in the form of U.S. Dollars only.</p>   |
| 50        | Describe any leasing or financing options available for use by educational or governmental entities.  | <p>Municipal leasing options are available from DLL financial Solutions Partner. A contact map is included in the pricing upload section of the documents.</p> <p>In addition to financing and leasing options, Marathon also works with several of our channel partners for rental options. The rental rates for 2021 are attached in the pricing section of the document upload section of the RFP. Of course rental rates are based on customer credit rating and subject to change. To determine an estimated rental rate. You will multiply the contracted resale amount of the equipment (and freight and installation if desired) by the appropriate factor for the number of months required.</p> <p>From time to time, Sourcewell members may choose their own leasing or rental partners and Marathon will work with those entities as provided in our contract with approved credit.</p>  |
| 51        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | <p>Request from customer for quote, or project inquiry through dealer or Marathon Regional Sales Manager occurs. A site survey is performed (if needed) to determine scope and responsibility of turnkey project. A quote is sent to customer via dealer or direct from Marathon depending on individual project requirement. Approval drawings generated for signature if required, and order entry documents completed for clarity of project. Customer sends PO to Customer Care representative or Regional Sales Manager. Order is placed and routed to Engineering if required, and on to manufacturing where equipment is scheduled for production. Product is completed and shipped with invoice being generated upon shipment. During order entry, Sourcewell sales (dealer and direct purchases) are flagged and compiled each quarter for appropriate reporting. A blank copy of our current Sourcewell calculator is provided for reference. Of course, upon successful contract completion, we will update the calculator to current pricing levels. This tool is required for any Sourcewell transaction by either Marathon employees or our dealer partners.</p> |
| 52        | 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>Yes. We do accept all major forms of credit card; however, if invoices are 10 days delinquent, we are required to charge a 2% fee. For invoices paid within terms, there is no cost to the Sourcewell members.</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 *   |
|-----------|---|--|
| 53        | 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.                              | Our pricing model for this RFP will be as follows:<br>Sourcewell Members will receive a 25% discount off all items in the "Compaction Solutions" Price list.<br>Sourcewell Members will receive a 10% discount off all items in the "Recycling Solutions" Price list.<br>Both Price lists are available in the "Pricing" section of the document upload section of this RFP.<br>In addition, due to the volatility of the current steel market, Marathon will have a steel surcharge in place when indexed steel prices exceed our base line.<br>Members will only be charged at the current published rate as supported by the attached letter in the "Pricing" section of the document upload section. |
| 54        | 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.  | Our pricing model for this contract will be a % discount off the published list price. The price list for this RFP will be the 2021 price book for Both Compaction Solutions and Recycling Solutions and will only be changed with an approved "P and P" being executed between Marathon and Sourcewell. A surcharge may also be in place per the above and will always be a % of the net purchase price of the equipment and options. Delivery, freight or installation charges are not subject to the steel surcharge.   |
| 55        | Describe any quantity or volume discounts or rebate programs that you offer.  | Marathon, it's dealer network and authorized resellers as described in other sections of this RFP will allow additional discounting consideration for volume based purchases and/or other market situations that may arise. This discount will always be listed as an additional discount % off the current published list price of equipment and options in place for this RFP.   |
| 56        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | Any "sourced" products or related services would be quoted per request due to the specific needs of the application. These costs are all provided, and quoted at the time of purchase if required and will be documented via the quote and/or purchasing agreement between Marathon, it's dealer or authorized re-seller and the member.   |
| 57        | 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. | Total cost of acquisition that are not included in the pricing submitted would include delivery, installation, dealer added options and any applicable permits associated with installation. These costs are all provided, and quoted at the time of purchase if required and will be documented via the quote and/or purchasing agreement between Marathon, it's dealer or authorized re-seller and the member. You may refer to our Sourcewell calculator for an example of how delivery, freight, installation and dealer supplied options are handled. These calculators have been uploaded to the "Pricing" section of the documents upload section of the bid.                                     |
| 58        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.  | Delivery of equipment is available and coordinated from the factory. If the purchaser chooses to contract their own freight we will organize customer pick up. Cost is determined on a per order basis, and we charge by the mile from factory to destination and only charge for the portion of the truck that the equipment takes up. An example of the current freight model is provided in the pricing document upload section for reference. This is only an example as freight is based on specific mileage to destination and also special freight services request.  |
| 59        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | Shipping to Alaska, Hawaii, Canada or offshore is readily available. We work with freight forwarders and quote delivery on a per job basis to meet the customers needs. Export packing in shipping containers is also available.   |
| 60        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Marathon is uniquely equipped with a network of carriers for customized delivery of equipment, or parts as required by our customers. We have experience delivering equipment all over the world and have a team of logistics professionals to handle any customer requirements.   |



**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments  |
|-----------|---|---|
| 61        | d. other than what the Proposer typically offers (please describe). | Marathon is basing the pricing structure for this RFP as if the members were a single customer, purchasing at a higher annual volume vs. the percentage discount that is typically given to a one time customer. As stated in the pricing section, additional considerations could be given if order volume, economies of scale during production, freight and other costs allow. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 62        | 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.                                | The process includes the Regional Sales Manager (and Dealer if applicable) ensuring that Sourcewell members obtain the proper pricing with the proposal. It is also the responsibility of the RSM/Dealer to include the completed Sourcewell calculator form with their order request as a means of notifying the Customer Care Representative that the order is a Sourcewell order. At the end of each quarter we compile a detailed listing from the Finance Department of all the Sourcewell orders that were invoiced and use that information to complete the quarterly filing and subsequent payment that is required to remit the 1.0% fee to Sourcewell. |
| 63        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Marathon proposes an administrative fee payable to Sourcewell of 1.0% of the purchase price on all products. The fee will be calculated on the published list price of the units and their published options (after applicable discount). Non-published dealer added options, freight, delivery, installation and surcharge are not included in the calculation of fees.   |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 64        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | Refuse collection and disposal apparatus as well as Recycling equipment, namely, stationary compactors of all sizes and designs, roll-off self-contained compactors, vertical compactors, compaction containers, carts, cart dumpers, de-watering compactors, pre-crusher compactors, apartment compactors, auger compactors, transfer station compactors and conveyors, material recycling facility (MRF) equipment, vertical balers, horizontal balers, auto-tie balers, two-ram balers and associated conveyor equipment.   |
| 65        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Ancillary products (solutions) that might be available during the course of this contract would include specialty MRF sorting equipment not manufactured by Marathon but available through some of our channel partners. Also, being a part of ESG which includes the companies listed below, continuous product developments and new innovations are always becoming available and may be available for use on our core product lines. Examples would be fullness monitoring and notification, life cycle (total cost of ownership) monitoring and tracking, ergonomic dumping innovations route optimization and many others.<br><br>The Heil Co.<br>Third Eye<br>The Curotto-Can<br>Bayne Premium Lift Systems<br>Connected Collections<br>Soft-Pak |

**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   |   |
|-----------|--|--|--|---|
| 66        | Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Most forms of compaction, baling, MRF equipment which includes containers for compaction. Open-top roll-off containers, open-top front load and rear load container are not offered. | * |
| 67        | Knuckleboom and grapple loaders  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  | * |
| 68        | Hook and hoist dumpster loaders  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  | * |
| 69        | Roll-off trucks and container handlers   | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | N/A  | * |
| 70        | Refuse and recyclable material balers and compactors   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Most forms of compaction, baling, MRF equipment which includes containers for compaction. Open-top roll-off containers, open-top front load and rear load container are not offered. | * |

**Table 15: Industry Specific Questions**

| Line Item | Question  | Response *  |
|-----------|---|---|
| 71        | 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>Several tracking mechanisms are already in place including Leadfeeder, Salesforce opportunities and an internal quote log where all Sourcewell opportunities can be tracked. In addition, all Sourcewell opportunities require an internal document to help us track the opportunity all the way to the end of the sale and a Sourcewell order can not be entered into our system without the Sourcewell calculator, ensuring that we track all sales. We use that information to gauge are continual increase over the life of our existing contract. Due to the pricing of some of our larger pieces of equipment (such as large 2-ram balers and transfer station compactors) our sales graphs tend to have peaks and valleys. However, we have been able to surmise, over the course of the last (4) years, that our smaller ticket pieces of equipment have had a steady rise and that is encouraging for Sourcewell. It shows us that Sourcewell continues to be a source of sales growth for our company. In addition to internal tracking, a part of our dealer re-development program is going to be the tracking of Sourcewell quotes/orders by dealer. This will give us more opportunity to see why a particular region may not be as active as others and also tell us which of our principal dealers are using Sourcewell to its fullest potential. Of course, annual reviews with Sourcewell are an excellent barometer of where we have been and where we are headed and we have started encouraging the use of "heat maps" to target those areas that are not strong for us to find out if it is the region itself that is slow or what the difference might be.</p>  |
| 72        | Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).                           | <p>The equipment Marathon manufactures is some of the most serviceable in the industry. We use only high quality parts that are readily available. We stock multiple parts of each part number for our current and even past production models. Of course, safety is the most important aspect of manufacturing a piece of equipment. Therefore, all of our products are protected by ANSI required safe guards but we strive to make them the most user friendly in the industry to assure a safe work environment for those that service our equipment in the field.</p> <p>Marathon equipment Technical Support has an average initial response time of less than (1) hour during the hours of 8am – 4:30pm Central Time. After hours support may be requested via email for follow-up the following day. Cases are managed through the Zendesk system capturing call information, unit history, and live video using Virtual Technician to help customer technicians more easily diagnose and repair their equipment. Additionally, Marathon Technical Services is reinforced by the overall Environmental Solutions Group Technical Team providing additional resources for remote or on-site support needs. This means that more technicians are available to assist you even when call volumes are high.</p> <p>Marathon employs (11) full time service employees to provide customers and dealers with maintenance and operator training, technical support, as well as start-up training for all auto-tie and 2-ram balers as part of our standard offering. Technicians have the ability to contact many larger machines remotely to help customers with issues from our service center. In addition, our parts department employs (7) employees with a combined tenure of over 175 years. Our Service and parts department use several advanced ticketing and support systems including but not limited to Tavant, Help Lightning and Zendesk.</p> |
| 73        | Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.               | <p>Safety is always first at Marathon and ESG. That is why, in any given year, you will find multiple representatives from Marathon on the ANSI board for compactor and baler standards. Representatives from engineering, product management and sales sit on these panels so you will never find a manufacturer that complies more quickly or more closely to new safety requirements than Marathon Equipment.</p> <p>It is a nearly everyday occurrence that Marathon parts or service will receive a call for technical assistance on a machine that is 20-30 years old. THAT is a testament to longevity. We have been in business for over 50 years. Less than 10 years ago, serial number 2 was picked up, rebuilt and put back into service. When you have been building equipment for over 50 years, you are naturally going to be the leader because you have seen the units in the field for that long and you know where you need to strengthen the machines. To that point, Marathon is never satisfied. That is why we spent over two years developing, testing and life cycling the industries first self-contained compactor with a 7/5/3 year warranty. We are that confident in the design and development of this machine (the RJ-250SC^). This product is featured in this RFP in other areas and uploads as well. To that point, Marathon has been involved (with one of our channel partners) in life cycling and recording machine failures, wear parts, replacement time frames, optimal rebuild windows and the list goes on. Because this information is still being gathered and the end game of this testing and recording is yet to be released, we can not elaborate. But, look for great things to come from Marathon, ESG and many of the other companies under our umbrella in the near future.</p>  |

## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### 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."

- [Financial Strength and Stability](#) - Dover Corporation 2020 Annual Report.PDF - Sunday March 28, 2021 13:50:13
- [Marketing Plan/Samples](#) - Sourcewell Marketing Plan - Samples.zip - Monday April 05, 2021 12:38:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty, Sourcewell.pdf - Monday March 29, 2021 09:03:44
- [Pricing](#) - Pricing.zip - Monday April 05, 2021 12:37:31
- [Upload Additional Document](#) - Supporting Documents and Customer Testimonials.pdf - Monday April 05, 2021 11:19:38

## Proposer's Affidavit

### 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

- 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. - George Paturalski, Senior Director, Risk Management / Assistant Secretary, Marathon Equipment Company

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_2_Bulk_Solid_Waste_Equipment_RFP_040621</b><br>Fri February 19 2021 08:07 AM | <input checked="" type="checkbox"/>                                | 1     |
| <b>Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621</b><br>Thu February 18 2021 01:07 PM | <input checked="" type="checkbox"/>                                | 1     |



**SOURCEWELL – PARTICIPATION AGREEMENT**

|                                  |   |
|----------------------------------|---|
| Sourcewell Master Agreement No.: | <b>040621-MEC</b>                               |
| Contract Category:               | <b>Bulk Solid Waste and Recycling Equipment</b> |
| Awarded Contractor:              | <b>Marathon Equipment Company</b>               |
| Washington Master Contract No.:  | <b>00820</b>                                    |

This Participation Agreement for the above referenced Sourcewell Master Agreement (“Participation Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Marathon Equipment Company, (“Contractor”) and is dated and effective as of July 29, 2021.

**RECITALS**

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. See RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. See RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services’ participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). See Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).
- D. Pursuant to an Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, Enterprise Services may participate in and authorize participation in competitively procured Sourcewell Master Agreements.

In regard to the above-referenced Sourcewell Master Agreement, Enterprise Services timely provided public notice, through Washington’s Electronic Business Solutions (WEBS) system, of the competitive solicitation process conducted by Sourcewell.

- E. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful proposer/bidder and awarded a Sourcewell Master Agreement to Contractor.
- F. Enterprise Services has determined that participating in this Sourcewell Master Agreement is in the best interest of the State of Washington.
- G. The purpose of this Participation Agreement is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Master Agreement as conditioned by this Participation Agreement.

## A G R E E M E N T

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participation Agreement covers the above-referenced contract category for the above-referenced Sourcewell Master Agreement with the above-referenced awarded Contractor.
2. **PARTICIPATION:** Pursuant to this Participation Agreement and the Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, the above-referenced Sourcewell Master Agreement may be utilized by the following, each of which is an authorized eligible purchaser ("Purchaser"):
  - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
  - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
    - State universities – i.e., University of Washington & Washington State University;
    - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
    - Evergreen State College;
    - Community colleges; and
    - Technical colleges.
  - (c) **MCUA PARTIES.** The Sourcewell Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
    - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
    - Federal governmental agencies or entities;
    - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
    - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participation Agreement, each Purchaser agrees to be bound by the terms and conditions of this Participation Agreement, including the Sourcewell Master Agreement. Each Purchaser is responsible for its compliance with such terms and conditions.



3. **STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:**

3.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participation Agreement, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Master Agreement, Contractor shall maintain an accurate profile in WEBS.

3.2. **WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractor must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).

3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.

(a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.

(b) **DATA.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of this Participation Agreement, which term shall run from the effective date of this Participation Agreement until the end of the Sourcewell Master Agreement; Provided, however, that Enterprise Services may terminate this Participation Agreement earlier by written notice. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

(c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

| For Calendar Quarter Ending | Contract Sales Report Due |
|-----------------------------|---------------------------|
| March 31                    | April 30                  |
| June 30                     | July 31                   |
| September 30                | October 31                |
| December 31                 | January 31                |

3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participation Agreement.

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total contract sales invoiced (not}$$

including sales tax) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
  - This Washington Master Contract No.: **00820**
  - The Sourcwell Master Agreement No.: **040621-MEC**
  - The year and quarter for which the VMF is being remitted, and
  - Contractor's name as set forth above, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participation Agreement or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

**3.5. CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participation Agreement and at the time any order is placed pursuant to the above-referenced Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participation Agreement and the three (3) year period immediately preceding this Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona

bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participation Agreement and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participation Agreement.

- (c) EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION). Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.

**3.6. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

**3.7. CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

- (a) CONTRACTOR'S SALES AUTHORITY. Pursuant to this Participation Agreement, Contractor is authorized to provide only those goods and/or services set forth in the above-referenced contract category for the above-referenced Sourcwell Master Agreement as conditioned by this Participation Agreement. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other goods and/or services.
- (b) PURCHASE ORDERS. To utilize the Sourcwell Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
  - 1. Sourcwell Master Agreement No. **040621-MEC**;
  - 2. Washington Master Contract No. **00820**;
  - 3. Purchase Order amount; and
  - 4. Purchaser's contact information (i.e., name, address, telephone number, email).
- (c) INVOICES. Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the following:
  - 1. Sourcwell Master Agreement No. **040621-MEC**;

2. Washington Master Contract No. **00820**;
  3. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
  4. Applicable Purchaser's order number;
  5. Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).
4. **LEASE AGREEMENTS:** The above-referenced Sourcwell Master Agreement, at Section 5.4 Pricing, enables Contractor to sell or lease equipment included within the above-referenced contract category to a Purchaser. Notwithstanding any provision to the contrary, Purchasers that are Washington state agencies must comply with rules and guidelines for capital leases established by the Washington State Treasurer's Office.
5. **PRIMARY CONTACTS:** The primary contacts for this Participation Agreement are as follows (or their named successors):

| <b>Contractor</b>  | <b>State of Washington</b>   |
|--|--|
| Marathon Equipment Company<br>909 County Hwy. 9 South<br>PO Box 1798<br>Vernon, AL 35592                       | State of Washington<br>Department of Enterprise Services<br>Contracts & Procurement Division<br>P.O. Box 41411<br>Olympia, WA 98504-1411                   |
| Attn: Jordan Sandlin, Sr. Sales Manager<br>Tel: 614-203-4343<br>Email:<br>Jordan.sandlin@marathonequipment.com | Attn: Connie Stewart - Team Maple<br>Tel: (360) 407- 8447<br>Email: <a href="mailto:DESContractsTeamMaple@des.wa.gov">DESContractsTeamMaple@des.wa.gov</a> |

6. **CONTRACTOR'S AUTHORIZED DISTRIBUTORS:** Contractor shall provide the goods/services through its Authorized Distributors. For purposes of the Sourcwell Master Agreement and this Participation Agreement, Contractor's Authorized Distributors for the State of Washington are those firms provided by the Vendor Contact listed on the Sourcwell website for this Sourcwell Master Agreement. Contractor shall ensure that each of its Authorized Distributors perform in accordance with the terms and conditions set forth in the Sourcwell Master Agreement and this Participation Agreement.

(a) **DIRECT PAYMENT OF ANY SUBCONTRACTORS (E.G., RESELLERS, DISTRIBUTORS, FULFILLMENT PARTNERS):** Except for subcontracts with Contractor's designated resellers/distributors/fulfillment partners ("Designated Subcontractors"), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Sourcwell Master Agreement and this Participation Agreement without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participation Agreement.

1. **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional consent, to utilize its Designated Subcontractors to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcwell Master Agreement and this Participation Agreement. Contractor shall maintain a list of such

Designated Subcontractors utilized for this Participation Agreement, and, upon request, promptly provide Enterprise Services with such list and any updates.

2. **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Sourcwell Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington State business registration, etc.) flow down to any and all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to Enterprise Services or any Purchaser for any breach of the Sourcwell Master Agreement or this Participation Agreement. As to Enterprise Services and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Subcontractors.
  3. **PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Sourcwell Master Agreement and this Participation Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Designated Subcontractor for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Designated Subcontractor. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Designated Subcontractor, Contractor shall remain responsible for performance.
  4. **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Sourcwell Master Agreement's records retention requirements.
7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Purchaser for any good and/or service in the above-referenced contract category for the above-referenced Sourcwell Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcwell Master Agreement as conditioned by this Participation Agreement.
8. **GENERAL:**
- (a) **PUBLIC INFORMATION:** This Participation Agreement, all related documents, and all records created as a result of the Participation Agreement and Master Contract, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of

such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

- (b) INTEGRATED AGREEMENT; MODIFICATION. This Participation Agreement and Sourcewell Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participation Agreement may not be modified except in writing signed by the Parties.
- (c) AUTHORITY. Each party to this Participation Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participation Agreement and that its execution, delivery, and performance of this Participation Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (d) ELECTRONIC SIGNATURES. A signed copy of this Participation Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participation Agreement or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participation Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participation Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew  
Elena McGrew

Its: Acting Statewide Enterprise Procurement  
Manager

MARATHON EQUIPMENT COMPANY

By: Geo. Paturski  
George Paturski

Its: Senior Director Risk  
Management/Assistant Secretary