

**MASTER AGREEMENT #RFP 010925****CATEGORY: Tree Maintenance Equipment, Attachments & Accessories****SUPPLIER: Bandit Industries, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bandit Industries, Inc., 6750 W. Millbrook Road, Remus, MI 49340 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

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

**13) Supplier Representations:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

The Report must contain the following fields:

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

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

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

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



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

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

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

19) **Grant of License.**

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

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

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

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

c) **Use; Quality Control.**

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

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

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

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

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

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

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

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

### **Article 3: Supplier Obligations to Participating Entities**

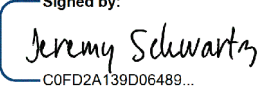
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

Sourcewell

Bandit Industries, Inc.

Signed by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 2/17/2025 | 4:19 PM CST  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: CAF6214CC78E413...  
 Jason Morey  
 Title: Marketing Manager  
 2/17/2025 | 4:43 PM EST  
 Date: \_\_\_\_\_

# RFP 010925 - Tree Maintenance Equipment, Attachments, and Accessories

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## Vendor Details

Company Name: Bandit Industries, Inc.  
Address: 6750 Millbrook Road  
Remus, MI 49340  
Contact: Jason Morey  
Email: jmorey@banditchippers.com  
Phone: 989-561-6175  
HST#: 382798375

## Submission Details

Created On: Wednesday December 18, 2024 10:25:49  
Submitted On: Wednesday January 08, 2025 14:31:22  
Submitted By: Jason Morey  
Email: jmorey@banditchippers.com  
Transaction #: 42515b8b-5ed1-4786-8aaa-d12db2ee3023  
Submitter's IP Address: 67.209.245.140

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## Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Bandit Industries, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Bandit Industries, Inc. and our dealer network. See attached Bandit dealer listing.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	00RE4 = Cage Code DQBPVMGJDQ5 = UEI	*
5	Provide your NAICS code applicable to Solutions proposed.	333120 333243 333112	
6	Proposer Physical Address:	6750 W Millbrook Rd. Remus, MI 49340	*
7	Proposer website address (or addresses):	www.banditchippers.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Jason Morey jmorey@banditchippers.com 989-561-6175 Marketing Manager 6750 Millbrook Road Remus, MI 49340	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Morey jmorey@banditchippers.com 989-561-6175 Marketing Manager 6750 Millbrook Road Remus, MI 49340	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not Applicable	*

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

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>The year was 1983 when original founder Mike Morey Sr. left a prominent position in the woodchipper manufacturing industry to set out and build a better product. “Nobody would listen; not to me, or the product guys, or the customers telling us what they needed,” said Morey on the work environment that led him to start his own company. “Frustrating doesn’t even begin to describe what it was like.</p> <p>Mike finally had enough and with the support of his wife (and Bandit co-founder Dianne) and their children, he started a small company called Foremost Fabrications.</p>	

He procured a 6,000 square foot repair shop located in a rural field approximately ten miles west of Mt. Pleasant, Michigan. He had the assistance of six employees, and using the designs his previous company had rejected, Mike and the fledgling team built the first Brush Bandit® chipper – the Model 100.

After the first unit was completed, Mike hit the road to promote the new chipper. Aside from the innovative design with the now-famous Slide Box Feed System, he pledged durability, honesty, integrity, and unwavering support as part of the Bandit ownership experience. It did not take long before the first load of Bandit chippers hit the road.

In 1987 Jerry Morey and Dennis Tracy left the same company to join Mike and Dianne as co- owners, bringing significant experience in sales and marketing with them. The company name was officially changed from Foremost Fabrications to Bandit Industries, Inc. A big part of the sales and marketing strategy was to set-up a variety of dealers across the country that would provide unmatched support on all levels. Sadly, Dennis Tracy passed away in 1997 leaving Dianne, Mike, and Jerry as the three owners of Bandit.

In addition to manufacturing a complete line of hand-fed chippers, Bandit continued to grow by adding product lines throughout the years. Bandit pioneered the self-propelled chipper market by introducing the first whole tree track chipper in 1990. Bandit entered the horizontal grinder market in 1995 by unveiling The Beast® – a powerful horizontal grinder that would soon become one of the leading machines in the world for processing waste wood, plastic, roofing shingles, and much more.

Bandit continued enhancing its product offerings by developing a stump grinder product line and introduced them at the TCIA show in 2004. A line of track carriers was offered to the market in 2006 featuring interchangeable forestry mower and stump grinding heads. With the success of the track mulching carriers, a 60" and 72" forestry mulcher attachment for skid- steers was added in 2013.

2018 brought on a unique partnership with Arjes a company out of Limbach, Germany to be the exclusive North American representative to sell their line of slow speed shredders. The Arjes models excel at processing construction and demolition waste, chunk wood, concrete, metal and more. Overall Bandit now has six major product lines to serve a variety of markets.

As the product lines grew, so did the manufacturing capabilities. Averaging a major building expansion every two years, Bandits original 6,000 square foot shop grew to over 340,000 square feet of manufacturing space up until 2020. In 2018 a 19,600 square foot parts warehouse was constructed to increase parts staff and inventory. As the demand for Bandit products increased, the determination was made to dedicate significant resources in expansions. Building expansions included additions to the stump grinder and Beast assembly areas along with an addition to the hand-fed pre-assembly area. In 2022, a new state-of-the art material processing center was started. Once all expansions are completed, the total manufacturing space will be 560,000 square feet.

At the end of 2021, Bandit announced the purchase of Trelan located just a short distance from Bandit's headquarters. Trelan has manufactured quality whole tree disc-style chippers since the seventies, further enhancing Bandit's line-up of whole tree chippers. In the summer of 2022, Bandit purchased Birch Tank located in Mount Pleasant, Michigan. This purchase added another 60,000 square feet of manufacturing space and another 6,000 square feet of office space.

Bandit's dealer network has always been a key to the success achieved. Bandit dealers invest significant resources in personnel, inventory, and support. Most dealers have dedicated parts, sales, and service employees to ensure customers are supported at the highest level. A significant number of new dealers have come on board over the last few years and the dealer network now consists of over 250 locations worldwide.

Throughout the years numerous Bandit employees have made a significant impact on the success of the company. The commitment for quality, innovation and dedication is instilled in every Bandit employee and one of the main reasons Dianne, Mike and Jerry decided to create an Employee-Owned Company (ESOP) in 2018.

In January of 2024, after serving Bandit as President and CEO since 1987, Jerry Morey announced his retirement appointing Craig Davis as the new President and CEO. Shortly after Craig became CEO, he announced the formation of a new management board to lead the company. More information on Craig and the new management team can be found under the news section of the website.

MISSION AND VISION

		<p>OUR MISSION:</p> <p>As a team of employee-owners, we will provide quality, reliable, and productive equipment leading to high customer satisfaction and prosperity.</p> <p>OUR VISION:</p> <p>Through continued product innovation with a commitment to provide unmatched support through a global dealer network, we will be the preferred equipment solution for those specializing in tree care and waste reduction applications around the world.</p> <p>CORE VALUES:</p> <p>Integrity:</p> <p>We will hold ourselves to the highest integrity and ethical behavior following through on our promises and strengthening our reputation through trust.</p> <p>Ownership:</p> <p>Each employee-owner will take initiative to bring positive results, striving to do better and anticipating problems before they occur.</p> <p>Quality:</p> <p>Quality is an attitude with an unwavering commitment to manufacture and support each product to the highest quality standards, ensuring each machine will exceed customer expectations.</p> <p>Teamwork:</p> <p>We will work as a team to achieve common objectives. With consistent collaboration, we will achieve the highest level of results. Through mutual respect, we will welcome diverse skills and perspectives to enhance our ability to be an industry leader and innovator.</p>	
12	What are your company's expectations in the event of an award?	If awarded another Sourcewell contract, Bandit and our diverse North American dealer network will continue to push hard and promote the Sourcewell contract to municipal agencies. Our current contract continues to be a huge asset and has significantly simplified the selling process. In the past, it was more cumbersome and time consuming for our dealers to sell to municipals as this process involved more paperwork, etc. The Sourcewell contract encourages our team to be more focused on selling to municipal agencies as it saves them time and is a great tool to utilize.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Since 1983 Bandit has been a strong financial company. After becoming an ESOP in 2018, Bandit purchased two local businesses (one 45,000 sq/ft facility and another 67,000 sq/ft facility). These acquisitions have enhanced our ability to support our dealers and customers. Additionally in 2023, a new state of the art steel processing building was constructed featuring new robotic and laser equipment to increase productivity and efficiency. See attached Bank reference.	*
14	What is your US market share for the Solutions that you are proposing?	At this time, we estimate our chipper market share to be around 35% and stump grinder market share to be around 25%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We do not have a good system to track Canadian market share, but believe it is currently comparable to what the USA market share is.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Bandit has never petitioned for bankruptcy protection.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Bandit is best described as a manufacturer. Bandit employs a dedicated parts, sales, and service force that focuses on supporting our direct customers in Michigan and our dealer network across North America. All of these employees are employed by Bandit. Bandit mainly sells our products through an independent dealer network that employ dedicated personnel to sell and support Bandit products. Each dealer invests significant resources to ensure each Bandit customer is supported at the highest level.  Bandit values each dealer and refers to our dealer network as a partner. Bandit team members work with dealers on a daily basis. Regional sales and parts representatives visit dealers consistently. These visits include parts, sales, and service trainings, customer visits, demos, start-ups, and trade shows. Having dealers strategically placed around North America ensures Bandit customers are supported at the highest level.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Bandit does not utilize any third party or subcontractors. We do have dealer agreements with each dealer that outlines each dealers area of coverage and the expectations both parties agree to follow, including the selling and promotion of Bandit products, support, inventory, and more.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Bandit does not have any suspension or debarment over the last 10 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The following is a listing of the awards received over the last five years: 2023: Michigan Works - Impact Award 2022: SME Prime Program - Gratiot/Isabella RESD Recognition for financial support. MMDC Business expansion award 2021: United Way Community Campaign Excellence 2019: Statement of support for the Guard & Reserve	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years Bandit's sales to the Government sector are approximately 6% of total sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years less than one percent of Bandit sales have been to the Education sector.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Bandit Corporate - Michigan MI DEAL  Over the last three years the MI Deal contract averages around 2% of our total municipal sales.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

### Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Milwaukee	Jim Blankenburg	414-286-2721	*
VDOT	Nick	804-371-9270	*
City of Livonia	Gary Garrison	737-466-2641	*

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

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

Line Item	Question	Response *	
26	Sales force.	Our sales team consists of outside regional and in-house sales representatives that cover specific areas of the country. We have 10 total in-field representatives and two in-house representatives. They are responsible for supporting the sales teams of each dealer in their respective areas. This includes, product training, customer visits, demos, trade shows, and quoting of machines.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Bandit currently has 208 dealer locations in North America. To find an applicable dealer, users can visit our website and simply find their dealer by entering a city or zip code. Here is a link for reference: <a href="https://banditchippers.com/dealers/">https://banditchippers.com/dealers/</a> Also see attached dealer listing.  In most instances, each Bandit dealer has at least one dedicated sales representative(s) focusing on the Bandit line. This ensures each dealer provides adequate sales support for each area they cover. In some instances, where the market is greater, dealers will have multiple sales representatives focusing on Bandit equipment. The current estimated sales force of our dealer network is over 350 representatives covering North America.	*
28	Service force.	Bandit employs a dedicated team of service personnel. These people consist of in-house and in-field service personnel. Our in-house team is responsible for supporting our dealer networks service team by taking calls and answering emails. Our in-field team is more hands on by supporting our dealers and direct customers with demos, training, and repairs. We also have a team dedicated to training. This involves either having a select group of dealers come to Bandit for in-depth training on products or going to a dealer location and training multiple technicians on their site. Additionally, this team creates and maintains online training courses to ensure each dealer has the proper knowledge on all Bandit products they represent. We also have start-up, service, safety, and maintenance videos for the products we offer. These videos are on the Bandit website and also can be viewed by utilizing the QR code on each machine.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our ordering process is very simple. In 2008, Bandit launched a web-based online quoting system developed by Bandit employees. Each dealer has access to this system with a username and password. Many dealers often comment on this tool and how they wished other manufacturers would have something like it. Our quoting system guides each user through various categories and gives details descriptions (and pictures) of each standard or optional item. We also have various pricing schemes (currently have one for Sourcwell) in which if it is a Sourcwell quote, the user just has to select that pricing scheme and the proper pricing comes up. Once the quote becomes a sale, this process is simple as the user just has to select the order button and the order gets immediately submitted to Bandit's order processing department. Sourcwell members can submit a PO to the applicable authorized Bandit dealer and the dealer will place the order with Bandit.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our product support team consists of multiple people that are involved daily supporting our dealers and customers. These people are broken down into three categories (parts, service, and warranty). Our parts team works daily with our dealer network ensuring they are properly trained. They also work diligently with each respective dealer regarding parts stocking levels. Each dealer is held accountable to ensure adequate parts are in stock and available for customers in each area. To simplify the parts ordering process, each machine is shipped with a check sheet that contains part numbers and descriptions. Additionally, a manual is tethered to the machine giving a breakdown of each part or assembly. Our service team is a talented group of employees (some have been with the company 20+ years). Each service member supports dealers with machine issues, training, recommendations, in-field repairs, and more. Once a machine is delivered, a warranty validation form is filled out by the end user and submitted to Bandit by the dealer. This paperwork activates the warranty. If an issue arises during the warranty period, our dealers can submit a claim through our online dealer portal. Once this is submitted, our warranty team evaluates and provides quick feedback to reduce the amount of downtime an end user has. Bandit recently launched a new online service ticketing system that goes to multiple personnel. This system has enhanced our ability to respond and track parts and service inquiries. Normally, when a dealer submits a service ticket, it can be answered in less than one hour. We also have an online chat system through our corporate website that customers can use and talk to a actual person at Bandit during normal business hours.	*



31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Bandit has a high ability and willingness to provide our products and services to Sourcewell members in the United States. Since being awarded a Sourcewell contract, our Governmental sales has increased. Our talented group of employees and dedicated dealer network around the United States is ready and willing to provide unmatched sales, service, and parts sales for each Sourcewell sale made in the USA.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bandit has a high ability and willingness to provide our products and services to Sourcewell members in Canada. Our talented group of employees and dedicated Canadian dealer network is ready and willing to provide unmatched sales, service, and parts sales for each Sourcewell sale made in Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Bandit is able to provide parts, sales, and service support for all regions in the USA and Canada. For a detail listing of each dealer please utilize this link. <a href="https://banditchippers.com/dealers/">https://banditchippers.com/dealers/</a> Also see attached dealer listing. If there is no authorized dealer in a particular area, then support would be provided by a regional Bandit sales representative and Bandit parts and service personnel.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Bandit will be able to support all Sourcewell participating entities through our vast dealer network of 208 locations throughout North America.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bandit has dealers located in Alaska and Hawaii to support participating entities. Our dealer in Hawaii has been a dealer for over 25 years and has locations on O'ahu, Maui, Kauai, and the Big Island.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our current Sourcewell contract is well marketed by our dealer network. Since Bandit has held a Sourcewell contract for several years our dealer network is well versed on promoting and using the contract for applicable agencies. When a new dealer comes on board that dealer is trained on how to use the contract as part of their selling process. We have a flyer as well for dealers to reference (see attachment included). Additionally, the Bandit website receives high volumes of traffic on a monthly basis. The Sourcewell logo is at the bottom of our website and once clicked upon takes a user to the Sourcewell website. We also have a Governmental Contracts menu item ( <a href="https://banditchippers.com/government-contracts/">https://banditchippers.com/government-contracts/</a> ) giving information about the contract and how it works. Also on our website is a chat feature allowing users to talk to a real person at Bandit during normal business hours. This allows for quick response times for requests and any information needed. Additionally, we have a wide range of specs, pictures, and videos as materials as well.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bandit and our dealer network participate heavily with social media and digital marketing. Our network consistently posts about a wide range of topics to promote all Bandit products and our dealers in general. Bandit has partnered with our corporate website host for guidance regarding digital marketing. This company specializes in construction and agricultural equipment related marketing and does a great job providing recommendations and making sure Bandit gets high level results.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Since we currently hold a Sourcewell contract, we believe Sourcewell does a great job promoting contracts and increasing membership. Since originally awarded a contract, we have seen membership increase and our overall municipal sales increase. Sourcewell is already well integrated into our selling process. If awarded a new contract, we Bandit and our dealer network will continue using this tool as the number one asset when selling to governmental agencies.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Bandit products are not available through an e-procurement ordering process at this time.	*

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

Line Item	Question	Response *	
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When a Bandit product is sold to an end user there is an official start-up conducted to ensure the proper operation of the unit. The start-up is normally conducted by our dealer personnel or a Bandit representative and this is included as part of the sale. There is paperwork that each user must fill out (with the dealer) and sign showing proof of proper instruction on the operation of the unit. This start-up includes a detailed walk around of the machine. Each machine sold has a manual tethered to it. Each manual gives detailed descriptions and pictures on safety, operation, and service. Additionally, most machines have a QR code decal on them that will give an instructional video on the operation as well. These videos also can be seen on our website by using this link. <a href="https://banditchippers.com/videos/">https://banditchippers.com/videos/</a>	*
42	Describe any technological advances that your proposed Solutions offer.	One of the key features on Bandit equipment is that we limit electronic components as much as possible. This type of equipment is put into harsh environments and vibration can cause issues. For this reason, we limit electronics as much as possible. We do utilize electronics as part of the engine control system. What is unique about this is we have an in-house team that programs these systems. This allows us to set-up the programs based on ever changing conditions. It also allows for quicker troubleshooting and creates consistency among all of the engine packages we offer.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We have been installing on demand water heaters in all new construction.  Added several electric forklifts over the past 4 years.  We have added 12 Cambridge high efficiency heating units to heat our shop.  92% efficiency on our heating system.  Have switched to over 90% LED lighting in all of our buildings.  Enhanced our paint process with a solvent reclaimer process that will separate the solvent from the paint and reclaim it, so it isn't sent as hazardous waste.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	No third-party eco-labels or certifications are applicable	*

45	<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>In 2018, Bandit became an ESOP (Employee-Owned). This is unique as it allows the culture and values that Bandit's previous owners instilled to remain intact. Bandit was built by the talented and dedicated group of employees. When customers come to Bandit and talk to employees they are impressed with how involved and the sense of pride each employee has in their respective position. This allows our equipment to be produced at a high level of quality.</p> <p>In regards to products, Bandit offers the most diverse range of models, features, and options when compared to our competitors. We offer an array of gas and diesel engine options from various engine manufacturers. Additionally, a variety of options are available that will accommodate a wide variety of applications.</p> <p>Another unique attribute is our service technicians, many of these employees have 20+ years experience and are dedicated to providing a high level of in-field support. Most of these tech's are on the road for several weeks at a time and are dedicated to getting each job completed in a timely and efficient manner.</p> <p>Finally, another key to our success is our valued dealer network. Each dealer organization invests substantial resources and has dedicated personnel to ensure each Bandit customer is supported at the highest level. Each dealer has an array of parts and machines in stock with supporting employees ensuring customers are taken care of.</p> <p>Unique attributes chippers:</p> <p>Slide box feed system - provides unmatched pulling and compressing power (has been on Bandit machines since 1983).</p> <p>5 year / 3,000 hours "GUTS" warranty on the fabricated components of the disc or drum on and feed system on chippers.</p> <p>Provide more features and options so machines can be configured to end users needs and also have track and loader machines available. Additionally, more engine options from a variety of suppliers including gas and diesel.</p> <p>Stump Grinders:</p> <p>Stump grinders are designed with the operator in mind by providing enhanced visibility, stability, and power.</p> <p>Both Products:</p> <p>Bandit is a leader and innovator when it comes to safety. Each product complies with ANSI and OSHA regulations and our team goes above and beyond ensuring each machine is easy and safe to operate.</p>
46	<p>Describe any safety features your equipment and products offer such as emergency or auto-shut off capability, impact-resistant helmets, chainsaw breaks and chain catchers, blade guards, safety shields, heat-resistant and abrasion resistant ropes, emergency descent and rescue equipment, cut resistant gloves or clothing, etc.</p>	<p>Bandit chippers feature the following safety items:</p> <ul style="list-style-type: none"> <li>Operators control bar</li> <li>Pusher paddle</li> <li>Last chance cables</li> <li>Engine disable plug</li> <li>Guards that cover all moving parts</li> <li>Shear bar (drum chippers only)</li> </ul> <p>Stump grinders feature:</p> <ul style="list-style-type: none"> <li>Engine shut-down switch</li> <li>Cutter wheel bar</li> <li>Chip guards</li> </ul> <p>See the below link for further explanation on each feature:</p> <p><a href="https://banditchippers.com/commitment-to-safety/">https://banditchippers.com/commitment-to-safety/</a></p>
47	<p>Describe any ergonomic features your products offer such as anti-vibration systems, balanced equipment design, rotating and adjustable seats, energy absorbent lanyards and harnesses, soft-grip and adjustable handles, back support padding, auto-tensioning systems, etc.</p>	<p>All Bandit chippers are available with an automatic feed control system. This system is programmed based on the RPM of the engine and can be adjusted based on the type and size of material being chipped. Additionally, most Bandit drum-style chippers feature drums that rotate at a lower RPM generating more torque. These combinations increase efficiency and reduce vibration. Most Bandit stump grinders are also available with an automatic control system for the cutter wheel that will stop the cutter wheel as the engine drops below a set RPM, then will restart once the engine regains full RPM. Like the chippers, this system will increase performance and reduce vibration and wear on the machine.</p>

48	Describe the serviceability of the products included in your proposal (parts availability, warranty, and technical support, etc.).	Each dealer is held accountable to ensure adequate parts are in stock and available for customers in each area. To simplify the parts ordering process, each machine is shipped with a check sheet that contains part numbers and descriptions. Additionally, a manual is tethered the machine giving a breakdown of each part or assembly. Our service team is a talented group of employees (some have been with the company 20+ years). Each service member supports dealers with machine issues, training, recommendations, in-field repairs, and more. Once a machine is delivered, a warranty validation form is filled out by the end user and submitted to Bandit by the dealer. This paperwork activates the warranty. If an issue arises during the warranty period, our dealers can submit a claim through our online dealer portal. Once this is submitted our warranty team evaluates and provides quick feedback to reduce the amount of downtime an end user has. Bandit recently launched a new online service ticketing system that goes to multiple personnel. This system has enhanced our ability to respond and track parts and service inquiries. Normally, when a dealer submits a service ticket, it can be answered in less than one hour. We also have an online chat system through our corporate website that customers can use and talk to a actual person at Bandit during normal business hours.
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
55		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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58	Describe your payment terms and accepted payment methods.	The standard payment terms from Bandit to our dealers on municipal sales is 30 days after the machine is invoiced. Dealers will normally honor these same terms to end users, but payment terms may vary based on the dealer. Bandit accepts checks or wire transfers as a form of payment and most of our dealers accept the same methods.	*
59	Describe any leasing or financing options available for use by educational or governmental entities.	Bandit does not offer any leasing or financing options on a corporate level, but between Bandit and our dealers we work with a variety of financial institutions and can offer a leasing or financing program. As this situation arises, Bandit and our dealer will work to determine the current options offered at that time based on current interest rates, etc.	*
60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Currently, all dealers quote and order machines off of a web-based quoting system managed by Bandit. See attached document called "sample quote" for reference. If a PO is issued by the end user to the dealer, the dealer then places the order and it becomes a sales order within our system. Since our dealers use different accounting platforms, the transaction documents (final invoice) to the end user will be different based on each dealer.	*
61	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bandit does not accept P-card procurement.	*
62	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Bandit's pricing model is broken down by product line, then applicable models can be selected by size. Each model has a base price which includes all standard equipment. The additional required options will need added (paint, engine, etc). After the required options are gone through, additional "add on" options can be selected. The add on options are items that are not required to be on the machine but may be preferred by a specific entity. Each model and option has a corresponding part number to go along with it. Please see attached applicable price pages for additional details. Bandit is including chippers and stump grinder price pages (labeled as Tree Care_Sourcewell) but is also requesting consideration for horizontal grinders and slow speed shredders to be added (labeled as Industrial Sourcewell under the requested exceptions upload).	*
63	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The attached price pages are at MSRP. The discount for each item being offered to Sourcewell members is a minimum of 12%.	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	If an entity orders more than one machine, Bandit will increase the discount to 15%.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market or nonstandard options requested, Bandit has a process in which a form must be filled out and submitted to our engineering team. If the request is approved, the option is added to our quoting system under a "special option" category and added to the quote. The option will have a part number and be quoted at MSRP and be applicable for the same 12% discount being offered on contract.	*
66	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight, prep, and delivery are not included in the attached price pages. Bandit works diligently to ship machines in truckloads reducing freight costs. Loads are often combined to reduce freight costs. Once a machine arrives, a dealer will need to prep it which involves checking the machine over and adding fuel. Once this process is completed, delivery with the customer is arranged. Freight, prep, and delivery will all show up as separate line items on the quote, so the entity is aware of these applicable charges. Some states also require required tax collection, if this is a requirement this tax will also show up as a separate line item so the entity is aware.	*
67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Here is what our shipping department uses as an average for shipping costs. The origin of shipping will take place at 6750 Millbrook Road, Remus MI 49340.  Rates are \$3.25 per mile for all states except for PA, NY, NJ, MD, NJ, CT, RI, MA, ME, NH, VT, DE, WV, and VA. They are at \$4.25 per mile due to tolls and bridge fares. These rates are an average. They will fluctuate a little bit for various reason.  Prep will vary by dealers as well, but a good average for prep is approximately 1% of the net price to the end user.	*

68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	If a machine ships to Alaska or Hawaii the machine maybe loaded in a container (depending on the size) then shipped to port for loading onto a ship. If the machine is too large for a container the same process is followed and the machine itself is loaded onto a ship for transportation to the final port and to the local dealer. The delivery terms to Alaska, Hawaii, or Canada are comparable to a domestic shipment. Each of these locations have Bandit dealerships so appropriate freight quotes can be given at the time of quoting.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the variety of Bandit dealers located around North America our distribution process is simplified. Each machine purchased by a Sourcewell entity can go through the applicable authorized dealer and once completed will ship to that dealer so it can be prepped. Once that process is completed the machine can be delivered to the end user and safety and operation training can be conducted	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	When dealers need to quote a Sourcewell member, they must contact a Bandit sales representative. Once the quote is created, the Bandit sales representative will switch it to Sourcewell contract pricing which is a dedicated pricing scheme in our pricing system. The quote will list that it is under the Sourcewell pricing scheme to ensure compliance. For our quarterly sales reports, all sales ordered under this pricing scheme are pulled to ensure accurate reporting.	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Within our pricing system, we can sort quotes by the type of customer which allows us to track quotes to various end users. We can then track these quotes compared to actual orders allowing us to easily see our success rate and how many quotes are being conducted by each dealer.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We believe a 1% sales fee of the net customer total excluding freight is an appropriate percentage for managing and facilitating the contract.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments	
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing is better than typically offered on other contracts.	*

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Bandit is proposing the following product solutions for this RFP:</p> <p>Hand-fed chipper:</p> <p>Bandit has manufactured hand-fed chippers since 1983. Since that time, a diverse range of models have been brought to market. These machines are the preferred solution by a variety of tree care professionals due to their ability to efficiently chip material and are also known for their longevity.</p> <p>A variety of disc and drum style models are available ranging from 6" capacity to 21" capacity.</p> <p>Stump Grinders:</p> <p>Bandit introduced a line of stump grinders in 2004. Each stump grinder is engineered to make an operator more efficient with enhanced visibility, flotation, controls, and power. A variety of rubber tire, track, and tow-behind models are available.</p> <p>Between chipper and stump grinders there are 32 total models available.</p> <p>Additionally, if awarded Bandit is requesting our line of horizontal grinders and slow speed shredders be added to this contract. We understand if they can't be but would like to at least make the request. The pricing for these two product lines is included within the attachments.</p>
75	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no applicable subcategories.



**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments	
76	Tree cutting, trimming and removal equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bandit does not offer any tree cutting or removal equipment at this time.	*
77	Automated, remote, or robotic tree maintenance equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit does not offer any automated or robotic equipment, but, we do offer wireless radio remote control options on a majority of our chippers and stump grinders.	*
78	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit offers one the most diverse products lines in the stump grinder market consisting of rubber tire, track, and tow-behind units. Select models also have multiple control options so operators can control the preferred operation method that best suites them. 9 models are available to choose from.	*
79	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit offers the most diverse line of brush chippers including tow-behind, track, and loader models. A chipper chip box combo model is available as well. These models include disc and drum style chippers ranging from 6" to 21" capacity. 23 models are currently available to choose from.	*
80	Portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bandit does not currently offer any portable incineration equipment. Brush chippers to reduce whole trees down into an approximate 5/8" size chip.	*
81	Vehicle and equipment attachments designed primarily for the use of tree and vegetation management, including but not limited to, grapples, chainsaw bars, tree jacks, drum mowers, and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bandit currently has a 60" and 72" wide mulcher attachment that can be added to high flow skid steers. See pricing document called "mulchers" located in the additional documents upload.	

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

## Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Tree Care Pricing\_Sourcewell.pdf - Wednesday January 08, 2025 13:08:18
- [Financial Strength and Stability](#) - Bandit Bank reference letter 12.23.24.pdf - Wednesday January 08, 2025 13:08:41
- [Marketing Plan/Samples](#) - Marketing Flyer.pdf - Wednesday January 08, 2025 13:08:52
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Sample Quote.pdf - Wednesday January 08, 2025 13:09:01
- [Requested Exceptions](#) - Industrial Pricing\_Sourcewell.pdf - Wednesday January 08, 2025 13:10:08
- [Upload Additional Document](#) - Mulchers\_Sourcewell.pdf - Wednesday January 08, 2025 13:10:16

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes    ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 2 Tree Maintenance Eqpt Thu December 19 2024 01:52 PM	<input checked="" type="checkbox"/>	2
Addendum 1 Tree Maintenance Eqpt Thu December 12 2024 10:39 AM	<input checked="" type="checkbox"/>	1