

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK  
AGREEMENT FOR THE PURCHASE OF  
TRAILERS AND OPTIONAL EQUIPMENT  
WITH  
MAGNUM CUSTOM TRAILER MFG. CO. INC.**

<b>THE STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	
<b>CITY OF ROUND ROCK</b>	<b>§</b>	<b>KNOW ALL BY THESE PRESENTS:</b>
	<b>§</b>	
<b>COUNTY OF WILLIAMSON</b>	<b>§</b>	
<b>COUNTY OF TRAVIS</b>	<b>§</b>	

THAT THIS AGREEMENT for the purchase of trailers and optional equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2023 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and MAGNUM CUSTOM TRAILER MFG. CO. INC., whose offices are located at 10806 Highway 620N, Austin, Texas 78726 (referred to herein as "Vendor").

**RECITALS:**

**WHEREAS,** City desires to purchase trailers and optional related equipment; and

**WHEREAS,** City is a member of BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

**WHEREAS,** the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 687-22 to receive pricing and services as set forth herein; and

**WHEREAS,** the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## **1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and/or services and Vendor is obligated to provide said goods/services. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

## **2.01 EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement shall be from the effective date of the Agreement until November 30, 2025. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## **4.01 ITEMS AWARDED AND SCOPE OF WORK**

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services

described under the attached Exhibit "A" at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

#### **5.01 COSTS**

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit "A."

B. The City is authorized to pay the Vendor an amount not-to-exceed **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** for the term of this Agreement.

#### **6.01 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

#### **7.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

#### **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **9.01 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

#### **11.01 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

#### **12.01 INSURANCE**

Vendor shall meet all requirements required by the City as set forth on the City's website at: [https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chad McDowell  
General Services Director  
220 Commerce Cove  
Round Rock, Texas 78664  
(512) 341-3191  
[cmcdowell@roundrocktexas.gov](mailto:cmcdowell@roundrocktexas.gov)

#### **14.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

#### **15.01 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **16.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **17.01 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory

executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

#### **19.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

#### **20.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

##### **Notice to Vendor:**

Magnum Custom Trailer Mfg. Co. Inc.  
10806 Highway 620N  
Austin, Texas 78726

##### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

#### **21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

#### **22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

#### **23.01 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

#### **24.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### **25.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional



legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Magnum Custom Trailer Mfg. Co. Inc.**

By: M. J. McLennan  
Printed Name: M. J. McLennan  
Title: Manager  
Date Signed: 1-18-23

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**1 Section I: Trailers**

Discount (%) off catalog/pricelist for **All Types of Utility Trailers** (Min. 2,000 lb. load capacity rated at 60 MPH, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

## Exhibit "A"

### Alternate 1

#### Section I: Trailers

Discount (%) off catalog/pricelist for All Types of Utility Trailers (Min. 2,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

### Alternate 2

#### Section I: Trailers

Discount (%) off catalog/pricelist for All Types of Utility Trailers (Min. 2,000 lb. load capacity rated at 60 MPH, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**2 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Tag Trailer** (18,000 to 40,000 lb. load capacity rated at 60 MPH, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**3 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Rigid Gooseneck Trailer** (70,000 to 100,000 lb. load capacity rated

at 60 MPH, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**4 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Hydraulic Detachable Gooseneck Trailer** (70,000 to 100,000 lb.

load capacity concentrated in any 16' rated at 60 MPH, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Top Hat Trailers

**5 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Belly Dump Trailer** (various cubic yard sizes, DOT approved lights

and standard manufacturer's equipment, SEI, slide and go tarp). Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**6 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Dump Pup Trailer** (various cubic yard sizes, DOT approved lights and

standard manufacturer's equipment, ABS brakes, short or long tongue, steel disc wheels). Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response



**7 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model End Dump Trailer** (various cubic yard sizes, DOT approved lights and

standard manufacturer's equipment, min. 10-gauge floor, min. 12 gauge sides). Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total:  3%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PJ Trailers

## Exhibit "A"

### Alternate 1

#### Section I: Trailers

Discount (%) off catalog/pricelist for Base Model End Dump Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment, min. 10-gauge floor, min. 12 gauge sides). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:  3%

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Top Hat Trailers

**8 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Livestock/Agriculture Trailer** (various cubic yard sizes, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**9 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Flatbed Trailer** (various cubic yard sizes, DOT approved lights and

standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

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manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

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member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

**10 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Landscape Trailer** (various cubic yard sizes, DOT approved lights

and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:  3%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Top Hat Trailers

## Exhibit "A"

### Alternate 1

#### Section I: Trailers

Discount (%) off catalog/pricelist for Base Model Landscape Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**1 Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Enclosed Cargo Trailer** (various cubic yard sizes, DOT approved

lights and standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total:  3%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

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manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Continental Cargo

## Exhibit "A"

### Alternate 1

#### Section I: Trailers

Discount (%) off catalog/pricelist for Base Model Enclosed Cargo Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".



**1 Section I: Trailers****2**

Discount (%) off catalog/pricelist for **Base Model Concession/Food Trailer** (various cubic yard sizes, DOT approved

lights and standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total:  3%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

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- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

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SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Continental Cargo

**1**  
**3** **Section I: Trailers**

Discount (%) off catalog/pricelist for **Base Model Auto/Equipment Towing Trailer** (various cubic yard sizes, DOT

approved lights and standard manufacturer's equipment). Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total:  3%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

equipment submitted. Proposers responding to this Proposal Invitation shall submit an approval letter from each

manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

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member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes****1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Top Hat

## Exhibit "A"

### Alternate 1

#### Section I: Trailers

Discount (%) off catalog/pricelist for Base Model Auto/Equipment Towing Trailer (various cubic yard sizes, DOT approved lights and standard manufacturer's equipment). Catalog/Pricelist MUST be included or proposal will not be considered.

Total:  3%

#### Item Attributes

##### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

PJ Trailers

## Exhibit "A"

### 1 Section I: Trailers

4

Discount (%) off catalog/pricelist for **All Other Types of Trailers**. Catalog/Pricelist **MUST** be included or proposal will not be considered.

Total:  3%

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold.

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member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

Magnum Trailers

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5

**Section II: Optional Equipment for Trailers**

Discount (%) off catalog/pricelist for **Optional Equipment and Upgrade Options for All Types of Trailers**. Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**PROPOSAL NOTE 2:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of

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member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**No response**

## Exhibit "A"

1  
6

### **Section III: Repair Parts and Supplies**

Discount (%) off catalog/pricelist for **Repair Parts and Supplies for All Types of Trailers**. Catalog/Pricelist **MUST** be included or proposal will not be considered.

**No Bid**

Item Notes: **PROPOSAL NOTE 1:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or the Proposal will not be

considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format,

with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

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- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

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**PROPOSAL NOTE 3:** The majority of the optional equipment and upgrade options will be selected at time of Cooperative

member order. A DETAILED AND COMPLETE LIST OF ALL OPTIONAL EQUIPMENT AND UPGRADE OPTIONS MUST BE

SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED.

### **Item Attributes**

#### **1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

Exhibit "A"

1  
7

**Section IV: Installation and Repair Service**

**Hourly Labor Rate for Installation/Repair Service of Trailers-Not to Exceed** hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$175.00 Total: \$175.00

**Response Total: \$175.00**