

AGREEMENT TO PIGGYBACK A CONTRACT FOR THE PURCHASE OF PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Altec Industries, Inc., a foreign corporation authorized to do business in Florida, whose principal place of business is 210 Inverness Center Drive, Birmingham, AL 35242 (“Contractor”).

WHEREAS, Sourcewell received bids or proposals in response to competitive solicitation RFP #110421 to purchase Public Utility Equipment with Related Accessories and Supplies; and

WHEREAS, on January 12, 2022, Sourcewell approved the award of RFP #110421 - Public Utility Equipment with Related Accessories and Supplies, and an agreement and renewal were executed for a term of four (4) years, effective January 12, 2022 through December 27, 2026; and,

WHEREAS, the City wishes to enter into an Agreement with Altec Industries, Inc.; and

WHEREAS, Section 32.41(C) of the City Code provides authority for the City Manager to piggyback the purchase of goods and services with state or local public contracts within certain codified guidelines, of which these guidelines have been met; and

WHEREAS, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement with the same terms and conditions set forth in the agreement of RFP #110421 - Public Utility Equipment with Related Accessories and Supplies between Sourcewell and Altec Industries, Inc. which is attached and incorporated in this Agreement as Exhibit “A” and adopted in its entirety by the City and the Contractor, together with and including contract renewals, amendments and change orders to the extent applicable; and

WHEREAS, the City has determined that piggybacking the agreement of RFP #110421 - Public Utility Equipment with Related Accessories and Supplies between Sourcewell and Altec Industries, Inc. is necessary for the purchase of Public Utility Equipment with Related Accessories and Supplies and is the most economically advantageous way to procure these necessary materials, products, and services in a timely and efficient manner.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. RECITATIONS.

The foregoing “WHEREAS” clauses are adopted and incorporated in this Agreement.

2. TERM.

The term of this Piggyback Agreement shall commence on the execution date and expire on December 27, 2026, unless it is terminated sooner pursuant to Section 4(E) of this agreement.

3. RENEWAL.

The Contractor affirms and ratifies the terms and conditions of the Agreement with Sourcewell and agrees to perform the services in that Contract with Sourcewell for the City in accordance with the terms for the agreed time period and any available renewal period.

4. AS-NEEDED BASIS.

The Contractor agrees to provide the services, pursuant to the terms, conditions, and prices set forth in the aforementioned RFP #110421 - Public Utility Equipment with Related Accessories and Supplies between Sourcewell and Altec Industries, Inc., to the City of Pompano Beach on an as-needed basis, as requested by the City.

- A. City shall pay the Contractor no more than the unit prices set forth in the Agreement and in accordance with the provisions of the Agreement. If the City requires services not covered by unit prices already made a part of Exhibit "A" by a separate agreement, the Contractor shall submit a detailed written proposal to the authorized City representative before providing any such services.
- B. If permits are required as part of the services being rendered, the Contractor shall submit complete and accurate permit applications to all applicable permitting agencies within five (5) business days of receiving all documents from the City necessary to file such permit applications. The City's Public Works Department shall pay all permit and related fees directly to the permitting agencies, including any permit fees charged by the City.
- C. The City of Pompano Beach shall be deemed substituted for Sourcewell with regard to any and all provisions of the Contract, including, for example and without limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents, including the additional provisions in sections D, E, and F, below. All recitals, representations, and warranties of the Contractor made in the Contract are restated as if fully set forth herein, made for the benefit of the City, and incorporated herein.
- D. Contractor shall maintain insurance in accordance with insurance requirements of the City of Pompano Beach throughout the term of this Agreement. The Contractor shall furnish the City with a certificate of insurance in a form acceptable to the City. Such certificate provided by Contractor must state the City will be given thirty (30) days written notice prior to cancellation or material change in coverage. A copy of the additional insured endorsement must be attached and contain language on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) combined with ISO form CG 20 37 (Additional Insured – Owners Lessees or Contractors – Completed Operations). The contractor shall not commence work unless and until the Contractor has fully met the requirements for insurance and appropriate evidence, in the City's sole discretion, has been provided to and approved by the City.

- E. Both parties agree that the City may terminate this Agreement for any reason with ten (10) business days' written notice to the Contractor.

5. NOTICE.

Notice shall be provided in writing by certified mail return receipt requested, electronic mail, or customarily used overnight transmission with proof of delivery to the following parties, with mandatory copies, as provided below:

For City: Gregory P. Harrison
City Manager
City of Pompano Beach
100 W. Atlantic Blvd., 4th Floor
Pompano Beach, Florida 33060

Forrest Hall
Fleet Operations Manager
City of Pompano Beach
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

For Contractor: Christopher Harmon
Secretary
Altec Industries
210 Inverness Center Drive
Birmingham, AL, 35242

6. GOVERNING LAW; VENUE; WAIVER OF TRIAL BY JURY.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

7. PUBLIC RECORDS.

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- 1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
 4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
- B. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject the Contractor to penalties under 119.10 Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

8. ASSIGNMENT.

Neither party may assign its rights or obligations under this Agreement without the consent of the other.

9. NONEXCLUSIVITY.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given herein, now or hereafter existing at law or in equity or by statute or otherwise.

10. INDEPENDENT CONTRACTOR.

Both the City and the Contractor agree that the Contractor is an independent contractor and not a City employee. City shall not be liable for any wages, salaries, debts, liabilities, or other obligations for Contractor's employees, agents, or other representatives performing obligations of Contractor. Except as otherwise provided, neither party is the agent of the other nor is authorized to act on behalf of the other in any matter.

11. COMPLIANCE WITH ALL LAWS.

In the conduct of its activities under this Agreement, the Contractor shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on the Contractor's part shall in no way relieve the Contractor from this responsibility. At its sole expense, the Contractor shall purchase all necessary licenses and permits required by the State of Florida, Broward County, and the City.

12. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

13. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. INDEMNIFICATION.

Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

- A. Contractor shall at all times indemnify, hold harmless, and defend the City, its officers, officials, employees, volunteers, and other authorized agents from and against any and all claims, demands, suits, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any breach, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of

any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. The Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false, or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

- B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to the Contractor hereunder shall constitute specific consideration for the Contractor for the indemnification provided under this Article, and these provisions shall survive the expiration or early termination of this Agreement.

15. SCRUTINIZED COMPANIES.

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, the Contractor certifies that the Contractor is not participating in a boycott of Israel. The Contractor further certifies that the Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Syria.

Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after the Contractor has submitted a certification shall be deemed a material breach of contract. The City shall provide

notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16. AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

17. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS.

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in the Entity.
- C. Entity is not organized under the laws and does not have a principal place of business in a foreign country of concern.
- D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.
- E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.
- F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.
- G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- H. The undersigned is authorized to execute this affidavit on behalf of Entity.

18. ANNUAL BUDGETARY FUNDING/CANCELLATION.

This Agreement and all obligations of the City hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the City Commission.

19. SEVERABILITY.

Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

KERVIN ALFRED, CITY CLERK

(SEAL)

Approved as to Form:

MARK E. BERMAN, CITY ATTORNEY

"CONTRACTOR"

Witnesses:

Altec Industries, Inc.

By: [Signature]
Jayse Clinton, Technical Sales Representative

[Signature]
(Signature)

Paige Morris
(Print or Type Name)

[Signature]
(Signature)

Chase Fletchall
(Print or Type Name)

STATE OF Missouri

COUNTY OF Buchanan

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 17th day of February, 2026, by Jayse Clinton as Technical Sales Representative of Altec Industries, Inc., a Alabama Corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me or who has produced license as identification.

[Signature]

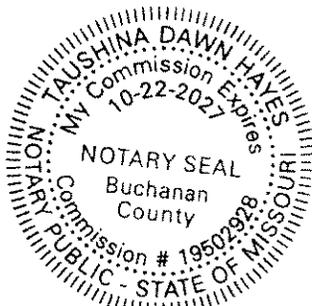
NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Missouri

Lanushina Hayes
(Name of Acknowledger Typed, Printed or Stamped)

19502928

Commission Number



Agreement To Piggyback a Contract for the Purchase of Public Utility Equipment with Related Accessories and Supplies with Altec Industries, Inc.



CONTRACT EXTENSION

Contract Number: 110421-ALT

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Altec Industries
210 Inverness Center Dr

Birmingham, Alabama
(Vendor) 35242-4834

have entered into Contract Number: 110421-ALT
for the procurement of: Public Utility Equipment with Related Accessories and Supplies

The Contract has an expiration date of 2025-12-27 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-12-27 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

8/19/2025 | 6:34 AM CDT
Date

DocuSigned by:
Brooklyn Russell
Authorized Signature

Brooklyn Russell
Name

- Contract Specialist
Title

8/21/2025 | 11:57 AM PDT
Date

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**Solicitation Number: RFP #110421****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Utility Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. WARRANTY. Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcwell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

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7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

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"work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

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

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Altec Industries, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

DocuSigned by:
Riley Browne
DDB79E9FF5034DA...
By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A84CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.
Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service
Address: 33 Inverness Center Pkw
Birmingham, AL 35242
Contact: Riley Browne
Email: riley.browne@altec.com
Phone: 205-408-2341
HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03
Submitted On: Thursday November 04, 2021 12:46:34
Submitted By: Riley Browne
Email: riley.browne@altec.com
Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec
Submitter's IP Address: 209.149.164.250

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Altec Industries, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry
4	Proposer Physical Address:	Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242
5	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world.</p> <p>Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction.</p> <p>Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture and every associate is considered an integral part of Team Altec.</p> <p>The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order):</p> <ul style="list-style-type: none"> • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork
10	What are your company's expectations in the event of an award?	We hope to further strengthen our relationships with Sourcwell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcwell and its members.
11	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.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability.
12	What is your US market share for the solutions that you are proposing?	We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%.
13	What is your Canadian market share for the solutions that you are proposing?	Canada market share is approximately 20%.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.
15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations"

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing).</p> <p>We are ISO 9001:2015 certified for technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO.</p> <ul style="list-style-type: none"> • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information <p>Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses</p> <p>Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program.</p> <p>ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program.</p> <p>Motor Vehicle Dealer Licenses in each state where applicable</p> <p>All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing.</p> <p>Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications</p>
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Altec has never been suspended or disbarred.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Excecon companies. • 2017-2021 Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. • Altec was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017
19	What percentage of your sales are to the governmental sector in the past three years	Less than 10% of our sales are to the government.
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of our sales are to the education sector.
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k</p>
22	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?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Department of Water and Power (Member # 40257)	Joseph Ortiz	213-840-8489
City of Lakeland (Member # 4862)	Dwayne Goostree	863-581-3443
City of Seattle (Member # 25215)	Guy Noren	206-684-0141
Lewis County PUD (Member # 76495)	Bryan Watt	360-748-9261

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Federal Government Agency	Government	Georgia - GA	Located throughout US and world, purchases Aerial Devices, Digger Derricks	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	California - CA	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Federal Government Agency	Government	District of Columbia - DC	Located throughout US and world, purchases Aerial Devices	Transaction sizes range from 1 truck to multiple trucks per PO	Over \$2M
Local Government Entity	Government	California - CA	Purchases Aerial Devices and Service Bodies	Transaction sizes generally are greater than 5 per PO	Over \$2M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcwell members of their benefits and usage. Altec's Sourcwell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions
26	Dealer network or other distribution methods.	Altec is a factory direct sales / service company, we do not use dealer or distribution networks.
27	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 150 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process whereas Sourcwell members issue purchase orders directly to us. Our Sourcwell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcwell. This process is the responsibility of a team at our corporate office with visibility of our world wide operations. Customers are also currently able to request quotes via our website, www.altec.com . Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve.</p> <p>As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC. It is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support.</p> <p>Additionally, a customer's Account Mangers will be available via their cell phones and email whenever needed, and during periods of natural disaster Altec will move resources into areas affected to provide parts and service work faster.</p> <p>We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect</p>
30	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).
33	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Altec proposes to service all Sourcwell members
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcwell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be shipping cost when a machine needs to travel via Ocean Freight.

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The Altec/Sourcwell marketing plan will include, the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page"</p> <p>Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.</p>
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool.</p> <p>From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases.</p> <p>From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence.</p> <p>We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.</p>
37	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Our experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing as a whole, and new members of our team attend a live training that details the contract and internal processes.</p>
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Altec Connect provides for a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information.</p> <p>Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions.</p> <p>Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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39	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.	<ul style="list-style-type: none"> • Upon delivery of an Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. • Each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are provided free of charge. • Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge • Altec Sentry offers a variety of Instructor-Led courses for aeriels, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-The-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: <ul style="list-style-type: none"> o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper <p>Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions.</p> <ul style="list-style-type: none"> • Other Altec Training options (additional costs apply): <ul style="list-style-type: none"> o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks
40	Describe any technological advances that your proposed products or services offer.	<p>Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as;</p> <ul style="list-style-type: none"> • Fiber Optic Controls • Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) • Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) • JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) • Advanced paint systems • And many other was we keep our customers working safer and smarter
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> • The Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers – Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products—the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. • Meeting Customer Needs. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: <ul style="list-style-type: none"> o JEMS S o JEMS SE o JEMS LE • Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting, etc.). • Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide.
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information</p> <p>Industry Organizations affiliations:</p> <ul style="list-style-type: none"> • Calstart • Clean Cities

43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives.</p> <p>Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law.</p> <p>Altec is a National Corporate Member of the Women's Business Enterprise National Council.</p> <p>As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small-business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.</p>
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<p>44</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment.</p> <p>We can provide full equipment lifecycle solutions, including:</p> <ul style="list-style-type: none"> o Altec Capital Services (ACS) - Equipment Financing o Global Rental Company - Equipment Rentals o Altec Supply - Tool and Accessory Sales o Altec Sentry - Operator Safety Training o Altec Fleet Services - Comprehensive Fleet Management Solutions o Altec Service Group - In-shop and Mobile service and replacement parts support o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) <p>Canadian and World Wide Availability:</p> <ul style="list-style-type: none"> o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. o Altec Worldwide - We deliver products and services to more than 100 companies throughout the world. <p>Company Ownership: Altec has been a family owned and privately held manufacturing company, since 1929. Longevity in ownership, is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business.</p> <p>Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership.</p> <p>Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently.</p> <p>Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features.</p> <p>ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO).</p> <p>Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain.</p> <p>Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control.</p> <ul style="list-style-type: none"> o Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. o All booms ultrasonically tested and documents maintained. o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. o All bearing surfaces to be machined after welding. o All units with electronic circuit boards to be wave soldered o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. <p>Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics.</p> <p>Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve.</p> <p>Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos.</p> <p>Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor.</p> <p>Warranty: Most of our products have a limited lifetime structural warranty.</p> <p>National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter.</p> <ul style="list-style-type: none"> o On-line ordering is available at www.alteconnect.com, Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. o Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.
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Table 9: Warranty

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

Line Item	Question	Response *
45	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, standard warranty is 90 days for travel charges.
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.
50	What are your proposed exchange and return programs and policies?	Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.
51	Describe any service contract options for the items included in your proposal.	We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
52	Describe your payment terms and accepted payment methods?	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document "Payment Terms - Customer Detail" for complete details Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager.
53	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: <ul style="list-style-type: none"> • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information.
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each opportunity will be quoted to customer, in compliance with Sourcwell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcwell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcwell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
57	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.	<p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcwell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcwell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p>
58	Describe any quantity or volume discounts or rebate programs that you offer.	<p>For equipment purchase prices:</p> <p>2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount form Contract Price 20+ Units: TBD at Time of Order</p> <p>Note: Units must be identical and ordered at the same time to qualify for quantity rebate.</p>
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcwell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.</p>
60	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.	<p>Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.</p>
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p>

63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate, please see attached "Company Information - Altec Production Facilities" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can also indicate at time of quote. Additionally customers are welcome to pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our Technical Sales Representatives that prepare Sourcewell quotes for our customers go through training on the Sourcewell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcewell quote in our system in order to receive Sourcewell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcewell, and compare the customers on this list with members listed on Sourcewell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcewell.</p> <p>Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end, Please see attached "Standard Docs - Detailed Quote Document Example".</p>
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly update on new customers using our Sourcewell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcewell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY.</p> <p>Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract.</p> <p>We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).</p>

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

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Altec is proposing Sourcewell members have access to essentially our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include:</p> <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Wood Chippers • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis. • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".</p>
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please and see attached file "Company Information - Altec Subsidiary Information".</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
70	Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207'
71	Digger derricks, and cable placing, pulling, and tensioning equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)
72	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Pressure Diggers mounted on chassis (digging depth from 10-22 ft)
73	Utility locating equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply
74	Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72	<input checked="" type="radio"/> Yes <input type="radio"/> No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).

Exceptions to Terms, Conditions, or Specifications Form

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

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

1. Documents in PDF format are preferred. Documents in word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

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

- [Pricing - Price Lists.zip](#) - Thursday November 04, 0 1 1 : 8:47
- [Financial Strength and Stability - Financial Strength and Stability.zip](#) - Thursday November 04, 0 1 1 : 9:41
- [Marketing Plan/Samples - Marketing Plan - Samples.zip](#) - Thursday November 04, 0 1 1 : 3 :
- [M E/M E/S E or elated Certificates](#) (optional)
- [arranty nformation - arranty - Documents.pdf](#) - Thursday November 04, 0 1 1 :3 :56
- [Standard Transaction Document Samples - Standard Transaction Document Samples.zip](#) - Thursday November 04, 0 1 1 :35:18
- [pload Additional Document - Altec Capital Sourcwell Proposal.docx](#) - Thursday November 04, 0 1 1 :35:40

Addenda, Terms and Conditions**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 110421-ALT**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Altec Industries, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Public Utility Equipment with Related Accessories and Supplies to Sourcewell and its Participating Entities, effective January 12, 2022, through December 27, 2025 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Line item 2 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is modified to add the following: "Altec Teupen and Altec Fenex."
2. Line item 3 in "Table 1: Proposer Identity & Authorized Representative" of the Proposal is modified to add the following: "Altec Teupen and Altec Fenex."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
 By: Jeremy Schwartz
C0FD2A139D06489...
 Jeremy Schwartz, Chief Procurement Officer
 Date: 9/22/2024 | 10:23 PM CDT

Altec Industries, Inc.

DocuSigned by:
 By: Brooklyn Russell
1F0625CF2D724D8...
 Brooklyn Russell
 Title: Contract Specialist
 Date: 9/20/2024 | 12:23 PM PDT



RFP #110421
REQUEST FOR PROPOSALS
for
Public Utility Equipment with Related Accessories and Supplies

Proposal Due Date: November 4, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	September 16, 2021
Pre-proposal Conference:	October 13, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 28, 2021, 4:30 p.m., Central Time
Proposal Due Date:	November 4, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 4, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Utility Equipment with Related Accessories and Supplies including, but not limited to:
 - a. Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):
 - i. Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms;
 - ii. Digger derricks, and cable placing, pulling, and tensioning equipment; and,
 - iii. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
 - b. Utility locating equipment; and,
 - c. Accessories, supplies, replacement or wear parts, and services related to the offering of the solutions in subsections 1. a. and b. above.

2. The primary focus of this solicitation is on Public Utility Equipment with Related Accessories and Supplies. This solicitation should NOT be construed to include excavators principally intended for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. Trailers with Related Equipment, Accessories, and Services (RFP #121918), except the trailer-mounted solutions identified in subsections 1. a. i. – iii. above;
 - b. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);
 - c. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319);
 - d. Ag Tractors with Related Attachments, Accessories, and Supplier (RFP #110719);
 - e. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), except the chassis-mounted solutions identified in subsections 1. a. i. – iii. above;
 - f. Forklifts and Lift Trucks with Related Services (RFP #091520); and,
 - g. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$90 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.

2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information

provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcwell Procurement Portal. A list of all proposers will be made publicly available in the Sourcwell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcwell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcwell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.

- A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;

- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that

it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



9/20/2021

Addendum No. 1

Solicitation Number: RFP 110421

Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are radio batteries and accessories considered in-scope for this contract?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as stated in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 9/20/2021, is required at the time of proposal submittal.



9/24/2021

Addendum No. 2

Solicitation Number: RFP 110421

Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we submit a bid response that includes the body, with installation, and excludes the chassis? Can chassis pricing be added later?

Answer 1:

Sourcewell will not advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). The solicitation is a competitive process and proposals are evaluated on the content submitted.

The Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

For additional guidance on the process for pricing changes during the contract term refer to Section 4. – Product and Pricing Change Requests in the Sourcewell template contract available on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 9/24/2021, is required at the time of proposal submittal.



9/27/2021

Addendum No. 3

Solicitation Number: RFP 110421

Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We saw a posting for this solicitation on a website other than the Sourcewell Procurement Portal. Are the products or commodities listed on the other site part of this opportunity, or is the opportunity only for the equipment or products included in the Sourcewell RFP?

Answer 1:

The requested equipment, products, or services for this solicitation are as stated in RFP Section II. B. – Requested Equipment, Products, or Services. The contents of a posting on a site other than the Sourcewell Procurement Portal have no impact on the scope of the Sourcewell RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 9/27/2021, is required at the time of proposal submittal.



10/14/2021

Addendum No. 4

Solicitation Number: RFP 110421

Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would bulk water dispensing and wastewater receiving systems be in scope for this RFP?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as stated in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

We have already been awarded an agreement by Canoe Procurement Group of Canada. Can it be transferred to this Sourcewell opportunity, or will we have to bid again?

Answer 2:

The solicitation issued by Sourcewell is independent of contracts that have been previously awarded by Canoe Procurement Group of Canada.

To participate in the Sourcewell competitive solicitation, a proposal must be submitted through the Sourcewell Procurement Portal. Guidance on preparing a response in the Portal can be found in the "Submit Response Guide" found on the "Bids Homepage" in the Resource Materials section. After selecting "Start Submission" from the Bid Details page, a proposer will navigate to Step 1 to begin the submission.

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 10/14/2021, is required at the time of proposal submittal.

This document printed
Friday, 11/01/2024



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

*** This ad is closed and is in the archives ***

Title: Public Utility Equipment with Related Accessories and Supplies

Agency: Sourcewell

Division: Procurement Department

Contract 110421

Number:

CR Number: 2079114

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 09/16/2021

Due Date/Time: 11/04/2021 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity General

Type:

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Documents

No documents have been uploaded to this ad.

If you have questions regarding the documents, contact the issuing agency for more information.

Ad Updates

There are no updates for this ad.

Please contact the issuing agency for more information.

Bid Results

Intent to award date: 12/20/2021

Type of bid result: RFP

Bid result: Proposals received from:

Altec Industries, Inc.
Computrol Fuel Systems, Inc.
CTOS Canada, Ltd.
Custom Truck One Source, L.P.
Elliott Equipment Company (DuCo, LLC)
Morooka USA, LLC (Dominion Equipment)
Terex Utilities
The Charles Machine Works, Inc.
Time Manufacturing Company
Vermeer Corporation

Contracts awarded to:

Altec Industries, Inc.
Elliott Equipment Company (DuCo, LLC)
Terex Utilities
The Charles Machine Works, Inc.
Time Manufacturing Company
Vermeer Corporation

Bid results contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
218-895-4168
rfp@sourcewell-mn.gov

Awards

Contract date: 12/21/2021

Awards: Contracts awarded to:

Altec Industries, Inc.:

Riley Browne, Contract Specialist, 210 Inverness Center Dr
Birmingham AL 35242
riley.browne@altec.com
205-408-2341

Elliott Equipment Company (DuCo, LLC):

M.J. DuBois Authorized Contract Administrator
DuCo LLC
1079 Tamiami Trl N #350
Nokomis FL 34275
email: mjdubois@ducollc.com
Phone: 410-924-1004

Terex Utilities:

Michael Lenling
Territory Sales Manager
3155 S Burleson Blvd Burleson TX 76028
michael.lenling@terex.com
(940) 704-9146

The Charles Machine Works, Inc.:

Mike Spillars
Corporate Accounts Manager
1959 West Fir Ave.
Perry OK 73077
mike.spillars@ditchwitch.com
580-572-2390

Time Manufacturing Company:

Stan Tomchesson
Government Contract Sales Coordinator
Time Manufacturing Company
7601 Imperial Drive
P.O. Box 20368
Waco Texas 76712
Phone: (254) 399-2167
Email: StanTomchesson@versalift.com

Vermeer Corporation:

Chad Tousey, Corporate Accounts Manager
1210 Vermeer Road East Pella IA 50219
ctousey@vermeer.com 641-629-6903

Awards contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
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(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

Sourcewell; Bid Location Staples, MN, Todd County; Due 11/04/2021 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

9/17/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 17th DAY OF September, 2021

Nick Bjork

Notary Public-State of Oregon



**SOURCEWELL
PUBLIC UTILITY EQUIPMENT WITH
RELATED ACCESSORIES AND
SUPPLIES**

Proposals due 4:30 pm,
November 4, 2021

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Sep. 17, 2021. 12036273

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12036273
Client Reference No:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Public Utility Equipment with Related Accessories and Supplies** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

OC-000659666-01

STATE OF OKLAHOMA, }
COUNTY OF OKLAHOMA } SS.

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

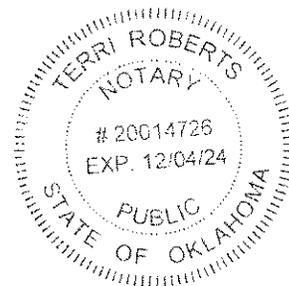
**SOURCEWELL
103734**

<u>AdNumber</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000659666-01	OC- The Oklahoman	B10	09/16/2021
0000659666-01	OC- The Oklahoman	B10	09/23/2021

Bryan Miller
Agent: Bryan Miller Date: 09/23/2021

Subscribed and sworn to be me before this date : 09/23/2021

Terri Roberts
Notary: Terri Roberts Date: 09/23/2021





Beaufort Gazette
 Belleville News-Democrat
 Bellingham Herald
 Bradenton Herald
 Centre Daily Times
 Charlotte Observer
 Columbus Ledger-Enquirer
 Fresno Bee

The Herald - Rock Hill
 Herald Sun - Durham
 Idaho Statesman
 Island Packet
 Kansas City Star
 Lexington Herald-Leader
 Merced Sun-Star
 Miami Herald

el Nuevo Herald - Miami
 Modesto Bee
 Raleigh News & Observer
 The Olympian
 Sacramento Bee
 Fort Worth Star-Telegram
 The State - Columbia
 Sun Herald - Biloxi

Sun News - Myrtle Beach
 The News Tribune Tacoma
 The Telegraph - Macon
 San Luis Obispo Tribune
 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	134895	Print Legal Ad - IPL0040908		\$132.13	1	18 L

Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Public Utility Equipment with Related Accessories and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0040908
 Sep 16 2021

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 09/16/2021

Ending Issue of: 09/16/2021

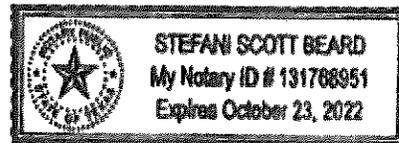
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 16th day of September in the year of 2021

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.

Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

**Opportunity Notice
Public Utility Equipment with Related
Accessories and Supplies**

Category: Goods

This opportunity is now closed.

[View Bid Package](#)

[View Unsuccessful Vendors Building](#)

Opportunity Information

Organizations: Canoe Procurement Group of Canada (RMA)

Organization Address:

Reference Number: AB-2021-05564

Solicitation Number: AB-2021-05564

Solicitation Type: Request for Proposal

Posting (MM/dd/yyyy): 09/16/2021

Closing (MM/dd/yyyy): 11/04/2021

Last Update (MM/dd/yyyy): 09/16/2021

Agreement Type: NWP/VT/LMA & CFTA & CETA & TCA

Region of Opportunity: Open

Region of Delivery: Alberta

Opportunity Type: Open & Competitive

Commodity Codes:

N3820B: Drilling Equipment

N3920: Materials Handling Equipment/NonSelf-Propelled

N3820A: Augers, Soil

N3820M: Boring Machine, Underground

N3810D: Cranes, Rough Terrain, Hydraulic Boom

N3811: Boring Machines

N3810C: Cranes, Truck Mounted, Hydraulic Boom

N3920CA: Table, Elevating Hydraulic Scissor Type, Portable

N4940B: Auger Machines, Pipe and Sewer, Power Operated

WR3990A: LIFTS, HYDRAULIC, AERIAL WORK, RENTAL

N3830B: Augers, Earth, Truck Mounting

N3895D: Cable Layers, Underground

N3820B0: Drill Rig, Earth and Rock

N3810CA: Cranes, Truck Mounted, Hydraulic Boom, 10 Ton Capacity and under

N3990Q: Lift, Hydraulic, Aerial Work

N3830BA: Augers, Earth, Tractor Mounting

N3950: Winches, Hoists, Cranes and Demicks

N3810CB: Cranes, Truck Mounted, Hydraulic Boom, 11 Ton Capacity and Larger

N3950C: Demicks

N3830B: Augers, Earth, Vehicle Mounting

N2230T: Trailer, Cable Reel

N3895Q: Tampers, Soil

5151B: Pile Driving

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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View Details

[Click here to return to the Sourcewell Procurement Portal home page.](#)

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 110421
Bid Name:	Public Utility Equipment with Related Accessories and Supplies
Bid Status:	Closed
Bid Closing Date:	Thu Nov 4, 2021 4:30:00 PM (CDT)
Question Deadline:	Thu Oct 28, 2021 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Refer to project document
Negotiation Type:	Refer to project document
Condition for Participation:	Refer to project document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-min.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

[Register for this Bid](#)

[Download Bid Documents](#)

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday October 13, 2021 10:00 AM (CDT)	No	

Documents

File Name	Pages
RFP_110421_Public_UTILITY_Eqpt Tuesday September 14, 2021 06:35 PM	13
RFP_110421_Public_UTILITY_Eqpt_Contract_Template Tuesday September 14, 2021 06:36 PM	18
RFP_110421_Public_UTILITY_Eqpt_Pre_Proposal_Login_Instructions Monday October 11, 2021 08:19 AM	1
RFP_110421_Public_UTILITY_Eqpt_Pre_Proposal_Login_Instructions_Updated_10252021 Monday October 25, 2021 03:25 PM	--



Bid RFP #110421 - Public Utility Equipment with Related Accessories and Supplies

Bid Type RFP

Bid Number 110421

Title Public Utility Equipment with Related Accessories and Supplies

Expected Start Date Sep 16, 2021 12:00:00 AM CDT

Expected End Date Nov 4, 2021 4:30:00 PM CDT

Agency Sourcewell

Bid Contact Chris Robinson
(218) 895-4168
rp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Questions
0 Questions
0 Unanswered
[View Questions]

Edit Bid
[Edit]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date Oct 13, 2021 10:00:00 AM CDT

Location Online Conference

Notes Login information will be emailed two business days prior to the event.

Documents

No Documents for this bid

PENDING

Public Utility Equipment with Related Accessories and Supplies

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.

- Publish
- Bid Announcements
- Doc. Taker's List

Bidding

Type 1 Bid Notice Only

Publish / Verify Contents

Save as Template

Solicitation Setting

- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	110421
Solicitation Name	Public Utility Equipment with Related Accessories and Supplies	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcwell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 110421 Public Utility Equipment

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	09/16/2021	Closing Date & Time	11/04/2021 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial

Tools/ Supplies/ Parts Automotive/aircraft parts/tools/lifts, etc., machine shop tools, anti-freeze, parts, car wash drive through system, pick-up caps, hoists etc



Solicitation Overview



Public Utility Equipment with Related Accessories and Supplies

110421

Closing Date: 11/04/2021 04:30:00 PM CT

Detail:

Sourcwell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcwell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [https://portal.sourcwell-mn.gov]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$360,000,000.00 (Not shown to suppliers)
Reference Number 0000208518
Issuing Organization Sourcwell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 110421
Title Public Utility Equipment with Related Accessories and Supplies
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcwell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcwell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://portal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2021/09/16 09:37:30 AM EDT
Question Acceptance Deadline 2021/10/28 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2021/11/04 05:30:00 PM EDT

Prebid Conference 2021/10/13 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcwell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2021/10/13 11:00:00 AM EDT
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Categories (4)	
G	Goods Goods
N39	Materiel Handling Equipment Materiel Handling Equipment
N3950C	DERRICKS DERRICKS
N54	Prefabricated Structures And Scaffolding Prefabricated Structures And Scaffolding
N5440F	PLATFORMS, TELESCOPING PLATFORMS, TELESCOPING
S	Services Services
S	Utilities Utilities
S	Utilities UTILITIES
C	Construction Construction
515	Special trade construction work Special trade construction work
5151B	PILE DRIVING PILE DRIVING
MERX Category (1)	
G	Goods Goods
G19	Machinery and Tools Machinery and Tools
UNSPSC Categories (2)	
20000000	Mining and Well Drilling Machinery and Accessories
20120000	Oil and gas drilling and exploration equipment
20121800	Directional drilling equipment
22000000	Building and Construction Machinery and Accessories
22100000	Heavy construction machinery and equipment
22101800	Aerial lifts



Proposal Opening Record

Date of opening: November 4, 2021

Sourcewell posted Request for Proposal #110421, for the procurement of Public Utility Equipment with Related Accessories and Supplies, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, September 16, 2021, and the solicitation remained in an open status within the portal until November 4, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 4, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #110421 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Altec Industries, Inc. - Submitted 11/04/21 at 12:46:34 PM
Computrol Fuel Systems, Inc. - Submitted 11/03/21 at 5:59:29 PM
CTOS Canada, Ltd. - Submitted 11/03/21 at 12:12:51 PM
Custom Truck One Source, L.P. - Submitted 11/04/21 at 3:54:01 PM
DuCo, LLC (Elliott Equipment Company) - Submitted Sun 10/24/21 at 12:37:28 PM
Morooka USA, LLC (Dominion Equipment) - Submitted 11/04/21 at 3:41:41 PM
Terex Utilities - Submitted 11/04/21 at 12:54:24 PM
The Charles Machine Works, Inc. - Submitted 11/03/21 at 1:03:54 PM
Time Manufacturing Company - Submitted 11/03/21 at 4:22:23 PM
Vermeer Corporation - Submitted 11/04/21 at 3:17:41 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 4, 2021, at 4:44:33 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

74344ABBE2344E7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Public Utility Equipment with Related Accessories and Supplies RFP #110421

	Possible Points	Alec Industries, Inc.	Compastral Eval Systems Inc.	CTOS Canada Ltd.	Custom Track One Source, L.P.	DaCo, LLC (Billett Equipment Company)	Merooka USA, LLC (Dominion Equipment Parts)	Tees Utilities	The Charles Machine Works, Inc.	Time Manufacturing Company	Vermeyer Corporation
Conformance to Terms/Conditions to include	50	44									
Documentation	400	308									
Financial, Industry and Marketplace Success	75	65									
Bidder's Ability to Sell/Service Contract Nationally	100	83									
Quality of Workmanship	50	43									
Value Added Attributes	75	67									
Warranty Coverages and Information	50	45									
Depth and Breadth of Owned Equipment	200	153									
Customer Services	1,000	873									
Total Points											
		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
		87.3%	87.3%	87.3%	87.3%	87.3%	87.3%	87.3%	87.3%	87.3%	87.3%

Designed by:
Kim Austin
7830943558001

Kim Austin, MBA, CPFB, Procurement Lead Analyst

Designed by:
Craig West
74182708888A

Craig West, Procurement Analyst

Designed by:
Barbara Fox
780482063741

Barbara Fox, CPFB, Procurement Analyst

Designed by:
Carol Jackson
8E8BAED6DF6E

Carol Jackson, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #110421
Entitled
Public Utility Equipment with Related Accessories and Supplies

The following advertisement was placed September 16, 2021 in *USA Today*, in South Carolina's *The State*, in *The Oklahoman* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and September 17, 2021 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Advanced Manufacturing and Fabrication, Inc.	Morooka USA, LLC (Dominion Equipment)
Altec Industries, Inc.	Nelson Truck Equipment Co, Inc.
Aramsco, Inc.	New West Freightliner, Inc.
Aries Industries, Inc.	Prime Vendor, Inc.
B&J Forklift	Regina Construction Association
Commercial Truck Equipment Corporation	Sauber Manufacturing Company
Computrol Fuel Systems, Inc.	Schuler Brothers Investments
CTOS Canada, Ltd.	Sebright Products, Inc.
Custom Truck One Source, L.P.	SemaConnect
Deep Trekker	Sierra International Machinery, LLC
Diamond Mowers	Snap-on Industrial, A Division of IDSC Holdings, LLC
Discount Two-Way Radio Corporation	Source Atlantic, Ltd.

Dobbs Ford, Inc.	SPECTOR MANUFACTURING, INC.
Domino Highvoltage Supply, Inc.	Synergy Rents, LLC
DuCo, LLC (Elliott Equipment Company)	Terex Utilities
Eagle Crusher Company, Inc.	The Blue Book Network
ePower Systems & Battery, Inc.	The Charles Machine Works, Inc.
FCAR TECH USA	Time Manufacturing Company
Great West Equipment	US PATRIOT, LLC
Holland Pump Company	Valor Holdings, LLC
Kaufman Trailers of NE, Inc.	Vermeer Corporation
Leadbelt PowerSports	WABASH MFG., INC.
Lion Buses, Inc.	WASTEWATER SOLUTIONS, LLC

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 4, 2021, at 4:44:33 pm CT. Proposals were received from the following:

Altec Industries, Inc.
 Computrol Fuel Systems, Inc.
 CTOS Canada, Ltd.
 Custom Truck One Source, L.P.
 Elliott Equipment Company(DuCo, LLC)
 Morooka USA, LLC (Dominion Equipment)
 Terex Utilities
 The Charles Machine Works, Inc.
 Time Manufacturing Company
 Vermeer Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 Brandon Town CPSM, CPSD, Procurement Analyst
 Carol Jackson, Procurement Analyst
 Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Computrol Fuel Systems, Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Altec Industries, Inc., provides Sourcewell participating entities access to their full product line of equipment, including aerial devices, cranes and cable placers. Standard warranty is one year on parts and labor with most models including a limited lifetime warranty. Altec directly sells and services through their robust sales network and 44 Service Centers located throughout the United States and Canada. They are offering participating entities competitive pricing.

Sourcewell

Page 3 of 4

Elliot Equipment Company manufactures aerial work platforms, digger derricks, cranes, and boom trucks. Through their geographically dispersed distributors and internal sales and service teams, participating entities in Canada and the United States can receive sales and service support. Elliot offers a one-year warranty on parts and labor for aerials and digger derricks and two years on cranes. All products also include a lifetime structural warranty. Products included in this proposal are being offered with strong discounts from list prices.

Terex Utilities, Inc. offers their full line of public utility equipment that includes digger derricks, aerial devices, auger drills, auger tools, equipment remounts, inspections, and repair services. They have a strong direct sales and service force that is supplemented by a large distributor and rental partner network that allows them to provide sales and service to Sourcewell participating entities in the United States and Canada. Replacement parts for Terex products are available for purchase through their online e-commerce platform. Terex Utilities, Inc. proposes a solid discount from their list pricing.

The Charles Machine Works, Inc., dba Ditch Witch, offers a complete line of pedestrian and ride on trenchers, vibratory plows, compact utility products, stand on track loaders and attachments, directional drills, vacuum excavation products, micro trenching products, pipe and cable locators, tracking electronics, and pneumatic piercing tools. They have an independent dealer network throughout the United States and Canada, along with over 600 service personnel. Financing and competitive discounts off MSRP are available to Sourcewell participating entities.

Time Manufacturing Company brands include Versalift, BrandFX, Ruthmann, Steiger, Ecoline, Eagle, Blueline and Aspen Aerials. They offer a complete solution including bucket trucks, high access aerials, compact aerials, service trucks, cable placers and digger derricks with a dealer network that covers the United States and Canada. Standard one-year parts and labor warranties are included, and extended warranties are available. Time Manufacturing offers competitive pricing and discounts off MSRP to Sourcewell participating entities.

Vermeer Corporation has a comprehensive product lineup with trenchers, directional drills, piercing tools, and utility locating equipment. Their factory product specialists and dealerships located across the United States and Canada are available to fully serve Sourcewell participating entities. Standard warranties cover all products with extended warranty and service contracts available. Vermeer offers a competitive discount off standard pricing to Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #110421 to:

Altec Industries, Inc.	#110421-ALT
Elliott Equipment	#110421-EEC
Terex Utilities, Inc.	#110421-TER
The Charles Machine Works, Inc.	#110421-CMW
Time Manufacturing Company	#110421-TIM
Vermeer Corporation	#110421-VRM

The preceding recommendations were approved on December 20, 2021.

DocuSigned by:

Kim Austin

6830543C58384D1

Kim Austin, MBA, CPPB, Procurement Lead Analyst

Sourcwell

Page 4 of 4

DocuSigned by:

Brandon Town
7BCA93CD6377421...

Brandon Town CPSM, CPSD, Procurement Analyst

DocuSigned by:

Carol Jackson
8FE63AEDED5F46E

Carol Jackson, Procurement Analyst

DocuSigned by:

Craig West
7F41572C858B4BA...

Craig West, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcwell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #110421 for Public Utility Equipment with Related Accessories and Supplies**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcwell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcwell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcwell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz
C0FD2A139D06498

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer



**SOURCEWELL
STATE OF MINNESOTA**

Member Thomas moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

Resolution No. 2021-18

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here) wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher and the following voted against: (list names here or "NONE") None whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF62F09F8AFC4BB...
Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2021**

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Public Utility Equipment with Related Accessories and Supplies

Ambulance and EMT Vehicles with Related Equipment, Accessories, and Supplies

K-12 Food Products and Distribution with Related Services

State of Ohio - Indefinite Delivery Indefinite Quantity Contracting

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Blink Charging Co.	042221-BLK	"Electric Vehicle Supply Equipment and Related Services"
ChargePoint, Inc.	042221-CPI	"Electric Vehicle Supply Equipment and Related Services"
EV Connect, Inc.	042221-EVC	"Electric Vehicle Supply Equipment and Related Services"
EVBox North America, Inc.	042221-EVB	"Electric Vehicle Supply Equipment and Related Services"
FLO Services USA	042221-FLO	"Electric Vehicle Supply Equipment and Related Services"
Freewire Technologies	042221-FRE	"Electric Vehicle Supply Equipment and Related Services"
Livingston Charge Port	042221-LIV	"Electric Vehicle Supply Equipment and Related Services"
Nuvve Holdings	042221-NUV	"Electric Vehicle Supply Equipment and Related Services"
SemaConnect, Inc.	042221-SEM	"Electric Vehicle Supply Equipment and Related Services"
Siemens Industry, Inc.	042221-SIE	"Electric Vehicle Supply Equipment and Related Services"
Wireless Advanced Vehicle Electrification (WAVE), LLC	042221-WVE	"Electric Vehicle Supply Equipment and Related Services"
The ActOne Group Inc./ATIMS	051321-AOG	"Public Safety Software"
BackDraft OpCo, LLC	051321-BAK	"Public Safety Software"
Deccan International	051321-DEC	"Public Safety Software"
Envisage Technologies	051321-ENV	"Public Safety Software"
Genasys, Inc.	051321-GYS	"Public Safety Software"
Motorola Solutions, Inc.	051321-MOT	"Public Safety Software"
Off Duty Management, Inc.	051321-OFF	"Public Safety Software"
Quicket Solutions, Inc.	051321-QKT	"Public Safety Software"
RadioMobile, Inc.	051321-RDO	"Public Safety Software"
SmartCOP, Inc.	051321-SMT	"Public Safety Software"
Utility Associates, Inc.	051321-UTI	"Public Safety Software"
Vaisafa, Inc.	051321-VAI	"Public Safety Software"
Abacus Service Corporation	062421-ABA	"Facilities Maintenance Services"
Kellermeyer Bergensons Services, LLC	062421-KEL	"Facilities Maintenance Services"
LSS Holdings, LLC	062421-LSS	"Facilities Maintenance Services"
Siemens Industry, Inc.	062421-SIE	"Facilities Maintenance Services"
Sweep America Intermediate Holdings, LLC	062421-SWP	"Facilities Maintenance Services"
Vanguard Cleaning Systems of Western Canada	062421-VAN	"Facilities Maintenance Services"
Alamo Group, Inc.	070821-AGI	"Road Right-of-Way Maintenance Equipment"
Altoz, Inc.	070821-ATZ	"Road Right-of-Way Maintenance Equipment"
Bomford Turner, Limited	070821-BFD	"Road Right-of-Way Maintenance Equipment"
Bush Hog Inc.	070821-BHG	"Road Right-of-Way Maintenance Equipment"
Diamond Mowers, LLC	070821-DMM	"Road Right-of-Way Maintenance Equipment"
FINN Corporation	070821-FNN	"Road Right-of-Way Maintenance Equipment"
Green Climber of North America, Inc.	070821-GCL	"Road Right-of-Way Maintenance Equipment"
Land Pride, a Division of Great Plains Mfg. Inc.	070821-LPI	"Road Right-of-Way Maintenance Equipment"
Logix ITS	070821-LGX	"Road Right-of-Way Maintenance Equipment"
Schulte Industries, Ltd.	070821-SCI	"Road Right-of-Way Maintenance Equipment"
Tiger Corporation	070821-TGR	"Road Right-of-Way Maintenance Equipment"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Ennis-Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

1/18/2022

Resolution No. 2022-03

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Zylka

and the following voted in favor: (list names here)

wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
CF82F09F8AFC4BB
Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2022**

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Requesting Board permission to Re-Solicit the following categories:

Food Products and Distribution (*other than School Food Authorities*) with Related Supplies, Technology, and Services
State Of Minnesota - Indefinite Delivery Indefinite Quantity Construction

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Altec Industries	110421-ALT	"Public Utility Equipment with Related Accessories and Supplies"
Elliott Equipment Company	110421-EEC	"Public Utility Equipment with Related Accessories and Supplies"
Terex Utilities, Inc.	110421-TER	"Public Utility Equipment with Related Accessories and Supplies"
The Charles Machine Works, Inc.	110421-CMW	"Public Utility Equipment with Related Accessories and Supplies"
Time Manufacturing Company	110421-TIM	"Public Utility Equipment with Related Accessories and Supplies"
Vermeer Corporation	110421-VRM	"Public Utility Equipment with Related Accessories and Supplies"
Global Teletherapy, LLC	102821-GTY	"Teletherapy Services"
LifeWorks, Ltd.	102821-LFW	"Teletherapy Services"
MindBeacon Health, Inc.	102821-MND	"Teletherapy Services"
SWORD Health, Inc.	102821-SWD	"Teletherapy Services"
Talkspace, Inc.	102821-TKS	"Teletherapy Services"
The Family Centre of Northern Alberta	102821-FMY	"Teletherapy Services"
Brindlee Mountain Fire Apparatus	120921-BLE	"Used and Pre-Owned Firefighting, Fire Service, Ambulance, and Emergency Service Vehicle Solutions"
Aries Industries, Inc.	120721-ARS	"Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services"
Best Equipment Company, Inc.	120721-BST	"Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services"
RapidView, LLC	120721-RVL	"Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services"
Rausch Electronics USA, LLC	120721-RAU	"Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
TYMCO, Inc.	122017-TYM	"Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies"

NEW ezIQC CONTRACTS

Company Name	Contract Number	State - Region - Type of Work

ezIQC RENEWALS

Company Name	Contract Number
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-EC-GC05-120920-FHP
Vigil Contracting, Inc.	VA-N-MH01-120920-VGL
HITT Contracting, Inc.	VA-E-GC06-120920-HCI
Paige Industrial Services, Inc.	VA-E-MH01-120920-PAI
Harrisonburg Construction Co., Inc.	VA-WC-GC06-120920-HAR
Paige Industrial Services, Inc.	VA-N-GC01-120920-PAI
Johnson-Laux Construction, LLC	VA-N-GC06-120920-JLC
The Matthews Group	VA-EC-GC02-120920-TMG
S-Works Construction Corporation	VA-EC-GC03-120920-SWC
HITT Contracting, Inc.	VA-EC-GC06-120920-HCI
Paige Industrial Services, Inc.	VA-EC-MH01-120920-PAI
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-E-GC02-120920-FHP
Adrian L. Merton, Inc.	VA-N-MH02-120920-ALM
S-Works Construction Corporation	VA-WC-GC05-120920-SWC

APPENDIX A Continued

Johnson-Laux Construction, LLC	VA-WC-GC01-120920-JLC	
Centennial Contractors Enterprises, Inc.	VA-E-GC03-120920-CCE	
Centennial Contractors Enterprises, Inc.	VA-W-GC05-120920-CCE	
Centennial Contractors Enterprises, Inc.	VA-N-GC04-120920-CCE	
Centennial Contractors Enterprises, Inc.	VA-EC-GC01-120920-CCE	
The Matthews Group	VA-E-GC04-120920-TMG	
S-Works Construction Corporation	VA-E-GC05-120920-SWC	
The Matthews Group	VA-N-GC02-120920-TMG	
Vigil Contracting, Inc.	VA-N-GC03-120920-VGL	
S-Works Construction Corporation	VA-N-GC05-120920-SWC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-W-GC02-120920-FHP	
Johnson-Laux Construction, LLC	VA-W-GC03-120920-JLC	
S-Works Construction Corporation	VA-W-GC04-120920-SWC	
HITT Contracting, Inc.	VA-W-GC06-120920-HCI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-WC-GC03-120920-FHP	
The Matthews Group	VA-WC-GC04-120920-TMG	



Altec #110421-ALT

Pricing for contract #110421-ALT offers Sourcewell participating agencies the following discounts:

- Up to a 5% discount off list price
- Up to a 28.6% discount off the typical seller's fee on items purchased through JJ Kane Auctioneers (an Altec Company)