

**Solicitation Number: 020923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex USA, LLC, 20021 120th Ave. NE, Bothell, WA 98011 (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 Portable Construction Equipment with Related Accessories and Attachments 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 April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within ten (10)

days 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 repair or 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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Except to the extent of the negligence or willful misconduct of the respective indemnitee, Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. No party shall be liable hereunder for incidental, indirect, or consequential damages, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

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

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Terex USA, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
5/12/2023 | 9:03 AM CDT
Date: _____

DocuSigned by:
Matt Treadwell
By: 4FDE3F9B067F4AE...
Matt Treadwell
Title: Vice President Global Sales
5/12/2023 | 8:55 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
5/12/2023 | 9:04 AM CDT
Date: _____

RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

Vendor Details

Company Name: TEREX CORP
45 GLOVER AVE
Address: NORWALK, CT 06850
Contact: JOEL HARPER
Email: JOEL.HARPER@TEREX.COM
Phone: 865-201-6110
HST#: 341531521

Submission Details

Created On: Tuesday December 20, 2022 06:38:24
Submitted On: Wednesday February 08, 2023 07:32:10
Submitted By: JOEL HARPER
Email: JOEL.HARPER@TEREX.COM
Transaction #: b16157b5-cd2f-4555-8bf7-a1bcfee8ff52
Submitter's IP Address: 104.129.206.112

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")	TEREX USA, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Doing business under the Genie brand name, which is also incorporated. Not technically a dba. Genie Industries North America PO Box 97030 Redmond, Washington, 98073 United States
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	GENIE INDUSTRIES 20021 120th Ave NE Bothell, WA 98011
6	Proposer website address (or addresses):	www.Terex.com www.Genielif.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Joel G. Harper Terex/Genie AWP Retail Sales Manager, Sr North America 20021 120th Ave NE, Bothell, WA 98011 joel.harper@terex.com 865-201-6110
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joel G. Harper Terex/Genie AWP Retail Sales Manager, Sr North America 20021 120th Ave NE, Bothell, WA 98011 joel.harper@terex.com 865-201-6110
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jodi Robledo Terex/Genie AWP Associate Account Manager 20021 120th Ave NE, Bothell, WA 98011 jodi.robledo@terex.com 662-393-1352

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Terex Corporation is a diversified global manufacturer of lifting and material handling equipment, operating in two business segments: Aerial Work Platforms (Genie & Terex Utilities) and Materials Processing. We deliver reliable, customer-driven solutions for a wide range of commercial applications, including the construction, infrastructure, quarrying, mining, shipping, transportation, refining, energy and utility industries.</p> <p>The origins of Terex date to 1933, when the Euclid Company was founded by George A. Armington to build hauling trucks. The Company grew and diversified over the years, principally through acquisitions.</p> <p>Genie was founded in 1966 when Bud Bushnell bought the manufacturing rights to a material lift that operated on compressed air. Customers seemed to be impressed with the "magic in the bottle" that was used to raise and lower the hoist — and, the "Genie" name was born. With growing demand for material lifts and mobile elevating work platforms (MEWPs), products such as man-lifts, stick booms, articulated booms, scissor lifts and telehandlers have been added to the Genie® product line. Terex Purchased Genie Industries in 2002.</p> <p>Today, Genie equipment is used in a variety of industries and applications worldwide, including rental, aviation, construction, entertainment, government and military, industrial, as well as warehouse and retail.</p> <p>"Our ongoing leadership in aerial lifts is built on our ability to consistently deliver superior quality for our customers. We achieve quality not by chance, but by design. We pursue excellence in all we do, and we never compromise quality for convenience." – Simon Meester, Genie Chief Operating Officer.</p> <p>At Terex, Our Purpose is to help improve the lives of people around the world. Our Mission is to provide solutions to our Machinery and Industrial Product customers that yield superior productivity and return on investment.</p> <p>Our Vision:</p> <ul style="list-style-type: none"> -Customer - to be the most customer responsive company in the industry as determined by our customers -Financial - to be the most profitable company in the industry as measured by ROIC -Team Member - to be the best place to work in the industry as determined by our team members <p>Everything we do at Terex is governed by our Terex Way Values of: Integrity, Respect, Improvement, Servant Leadership, Courage and Citizenship.</p> <p>As stated by our President, John Garrison: In my view, if we live the values articulated above we will have tremendous success with our customers, suppliers, and eventually our investors. Our fellow team members will be the highest performing in our industry and we will be able to attract the best talent to continue our journey. This is the company Terex can be in the future.</p> <p>Every company needs a compass to guide activities. The Terex Way provides that compass</p>
11	What are your company's expectations in the event of an award?	<p>We will leverage the prior success we've experienced as a SourceWell supplier, to increase the number of transactions with SourceWell subscribers. Thereby creating value for both Terex/Genie, our dealers, SourceWell, and SourceWell subscribers over the term of the contract. We view SourceWell as a strategic partner which allows us to increase Terex/Genie market share penetration in the Governmental, State, Municipality and Education marketplace for which you serve.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Terex is a Multi-Billion dollar, publicly traded global company, with a Market Capitalization of 3.315B. Terex is currently ranked 706 on the Fortune 500 list of largest corporations.</p> <p>Terex has TTM (trailing 12 months) Revenues of 4.19B, Gross Profit of 757.4M, and EBITA of 417.7M. Terex Quarterly Earning Growth YOY for the past 5 years is 70.10%</p> <p>As stated in our latest Investors Day Presentation (attached), We have dramatically improved Operation Margin by > 400 bp, and more than tripled EPS & ROIC in the last 5 years. In addition, Terex has re-purchased more than 1.5B in shares, returning value to our Shareholders. Our balance sheet is stronger than ever, which will allow us to continue to invest in capital projects and continue to add and look for complimentary business to add to our portfolio.</p> <p>The following documents are attached for your review:</p> <ul style="list-style-type: none"> - Terex 2021 Annual Report - Terex Investors Day Presentation 12/13/2022 - Terex Q3/2022 Quarterly Financial Presentation with Statements

13	What is your US market share for the solutions that you are proposing?	Terex/Genie consider specific Market Share data to be proprietary and we do not share publicly. However, Terex/Genie Aerial Work Platform market share, consistently Rank #1 or #2 overall globally and in North America. Individual model classifications may vary but are consistently in the top 3 across all segments.	*
14	What is your Canadian market share for the solutions that you are proposing?	Terex/Genie consider specific Market Share data to be proprietary and we do not share publicly. However, Terex/Genie Aerial Work Platform market share, consistently Rank #1 or #2 overall globally and in North America. Individual model classifications may vary but are consistently in the top 3 across all segments.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
16	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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Terex/Genie is best described as a Manufacturer. b) Genie sales greater than 98% of our product through our dealer network. Our Dealer Network consist of Construction Equipment Dealerships, Large National, Regional, Independent, and single location Rental Companies, and Fork Truck Dealerships in North America. Combined, our Dealers have 4000+ locations, each offering Sales, Product Support, Repair, Warranty and Operator Training. Many of our dealer locations have Genie Factory trained technicians on site. Genie employs over 40 Sales, Service and Parts Field Representatives covering our Dealer Network, providing sales & product training, as well as service training, operator training and technical support. In addition, there are currently 20 Terex Service Centers across North America, with Genie Factory Trained mechanics available to repair Genie Aerial Work Platforms and Telehandlers.	*
17	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.	Terex, as a global manufacturer has many licenses and certifications which are required and applicable to individual site locations, countries and agencies. In North America we comply with all license and certifications required by ANSI/CSA as it relates to the engineering and production of aerial work platforms and telehandlers.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2022 Awards: Rental Editor's Choice Award - Genie S60DC & S60FE articulated lifts.</p> <p>2021 Awards: Genie Receives 12 Industry Awards in 2021 Redmond, WA (Dec. 28, 2021) – Industry associations, a data analytics company, and multiple trade publications recognized Genie and its products in 2021. The new Genie GS™-1432m and GS-1932m micro scissors received three separate awards: the Innovative Iron Award from Compact Equipment, Construction Equipment's Top 100 New Products of 2021, and an Editor's Choice Award from Rental magazine. In addition, the Genie S®-60 J and S-65 HF telescopic boom lifts were selected for recognition by contractor readers of Equipment Today and Roads & Bridges magazines, respectively. EquipmentWatch, the world leader in data, software and insight for the heavy equipment industry, also recognized Genie equipment for delivering the Highest Retained Value and Lowest Cost of Ownership. The Highest Retained Value award is based on data projections for highest percentage of its original value after a five-year period. Three of the six product categories — Articulating Booms, Telescopic Booms, and I.C. Scissor Lifts — went to Genie. Genie Z® articulating boomlifts were also awarded Lowest Total Cost of Ownership by EquipmentWatch.</p> <p>Two industry associations also recognized Genie in 2021. The European Rental Association presented Genie with its Technical Committee Award, with judges noting that "The Technical Committee wanted to highlight Genie's great work in meeting the needs of rental companies in terms of digitalization." And, the Texas Rental Association (TRA) awarded Genie its Associate Member of the Year award, which is presented to TRA members who have made outstanding contributions toward the continued success of the Association. Additionally, the Genie SX™-135 XC™ boom lift received an Intelligent Product award from the China Machinery Industry Internet Conference (CMIIC), hosted by Huicong Publications and China Construction Machinery Industry Association.</p> <p>2018 - Rental Readers' Choice Award 2018 - True Value Rental Construction Equipment Vendor of the Year 2017 - RER Magazine Innovative Product Award: Genie SX135XC 2017 - Caterpillar Dealer Vendor of the Year</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Terex Government Programs: (Not GSA) Less than 1% annually We do not capture sales to governmental agencies sold through our dealers.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>N/A We do not sell directly to the education sector, and do not capture this information from our Dealers.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>N/A These types of contracts would be administered by our dealers, and we do not capture this information.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>N/A We hold no GSA contracts.</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
United Rentals	Bob Caudle Director United Rentals Governmental Sales	404-406-9491
Silicon Valley Clean Water	Jerry Dye	650-591-7121
Torrance Unified School Dist	Cynthia Rocha	310-972-6310

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
N/A	Government	Alabama - AL	N/A	N/A	N/A
N/A	Government	Alabama - AL	N/A	N/A	N/A
N/A	Government	Alabama - AL	N/A	N/A	N/A
N/A	Government	Alabama - AL	N/A	N/A	N/A
N/A	Government	Alabama - AL	N/A	N/A	N/A

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>Our Sales support will consist of Terex/Genie full time field and inside sales support staff, and Sales support from our extensive network of over 4000 Terex/Genie Dealers.</p> <p>Genie Aerial Work Platforms Full Time Sales Team Members: Regional Field Sales Team - North America (25). Covering every State and Province in the US and Canada. Genie Inside Sales - North America (8) located remotely or at the corporate office in Bothell, WA</p> <p>The Terex/Genie Sales Support Team Members are strategically located throughout the US & Canada. Each Team Member covers a Region of the country and work together with our Field Service Team Members to support the sales, service and parts needs of our dealers and end users.</p> <p>Terex/Genie Dealers Our extensive network of over 4000 Dealers is the focal point of contact with the SourceWell Member. The vast majority of our dealers have Outside Sales Representatives whose responsibility is to promote SourceWell, prospect, inform, recommend and sale aerial lifts and telehandlers as part of their portfolio of products. SourceWell members should contact their local dealer for product recommendations, specifications, field demonstrations, pricing and availability.</p> <p>Genie has a comprehensive website SourceWell Members can reference for information needed in analyzing and choosing the right equipment for the job. Genie Website: Product Descriptions, Pictures, Specifications, Demonstration videos.</p>
27	Dealer network or other distribution methods.	<p>Terex/Genie distribute Aerial Work Platforms and Telehandlers through an extensive network of over 4000 Dealer locations in North America. Our dealers consist of Construction Equipment dealers, National, Regional, Independent and single location Rental Equipment Companies, and Fork Truck dealers.</p> <p>All Terex/Genie Aerial Work Platforms will be sold through a local Dealer. One chosen by the SourceWell member or recommended by Genie if needed. SourceWell members can use the Dealer locator on our website: www.genielift.com, to find the nearest dealer.</p>

28	Service force.	<p>Genie Aerial Work Platform Full Time Field Product Support Team Members: Regional Field Service/Product Support - (6) Regional Parts Manager - (6) Regional Operator Trainers (2) Inside Service, Technical Support, Parts Team members - (20)</p> <p>The Terex/Genie Field Product Support Team Members are strategically located throughout the US & Canada, covering every State and Province. Each Team Member covers a Region of the country and work together with our Field Sales Team Members to support the sales, service and parts needs of our dealers and end users.</p> <p>Dealer Product Support Each of our network of dealers have full time mechanics on staff to troubleshoot and repair Genie Aerial Work Platforms and Telehandlers. Dealer Service and Parts Managers are available to process parts orders, returns and file warranty claims.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Orders for Genie Aerial Work Platforms will be placed with a Genie Dealer chosen by the SourceWell member or recommended by Genie.</p> <ol style="list-style-type: none"> 1. SourceWell member can contact Genie for price and availability. <ul style="list-style-type: none"> - Genie will recommend local dealers for member to contact for pricing and availability. 2. SourceWell member can contact a local dealer for pricing and availability, or search for local dealers through our website. 3. Dealer to contact Genie for SourceWell member pricing, if required, and availability. 4. SourceWell member issues PO to dealer who in turn orders the equipment from Genie. 5. The majority of Genie products are required by ANSI standards to ship directly to the authorized Dealer for a pre-delivery inspection prior to delivery to the SourceWell member. Some Genie products can be dropped shipped directly to the SourceWell member. 	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All customer service issues are processed by a Genie Dealer or Terex Services location.</p> <p>Customer Service:</p> <ul style="list-style-type: none"> - Repairs/Warranty Repairs- SourceWell member would preferably contact the local purchasing dealer for repairs. If repair services are not available in a timely manner, due to scheduling, shop capacity or otherwise, the SourceWell Member can contact other Genie dealers in their area. If the SourceWell Member requires assistance locating additional dealers, they can contact Genie's SourceWell contract administrator for assistance. <p>Genie Aerial Pros is a link on our website that takes customers and dealers to 100's of online service video tutorials, for some of the most common service and troubleshooting issues related to Genie Aerial Equipment and Telehandlers.</p> <ul style="list-style-type: none"> - Parts - The SourceWell Member should contact a local Genie dealer for parts. Genie does not sell parts directly to end users. - Operator Training - The SourceWell Member should contact a local dealer to inquire regarding Operator Training capabilities. Not all Genie dealers have trained trainers on staff. In this event the SourceWell Member should contact Genie for a recommended local Genie dealer who have trained trainers on staff. 	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Genie is a global company with 55+ years of experience. We supply aerial and telehandler products all over the world, through a network of capable Dealers. We are a leader in our industry, with years of experience providing unparalleled customer service, reliable products and exceeding the needs of our customers. We view our relationship with SourceWell as integral to our goal of being the preferred Aerial Work Platform provider in the markets we serve. SourceWell provides us with the ability to profitably grow our market share in the governmental and educational markets.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Genie is a global company with 55+ years of experience. We supply aerial and telehandler products all over the world, through a network of capable Dealers. We are a leader in our industry, with years of experience providing unparalleled customer service, reliable products and exceeding the needs of our customers. We view our relationship with SourceWell as integral to our goal of being the preferred Aerial Work Platform provider in the markets we serve. SourceWell provides us with the ability to profitably grow our market share in the governmental and educational markets.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*

34	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?	None	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Shipments of aerial equipment and telehandlers to Hawaii and Alaska, can and do provide challenges from a transportation/shipping perspective. In this case we would need to consider these challenges on an individual basis, for items shipped to these locations. Freight prices in the proposal state to call first if shipping to Alaska or Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Genie Regional Sales Managers are primarily responsible for communicating with our dealers, informing them we are a SourceWell provider, and the advantages of a cooperative purchasing program. We conduct SourceWell familiarization and information training twice a year for the entire sales organization and provide them with access to a SourceWell marketing flyer produced by our Marketing Department to be used in discussions with Dealers. We also provide training on how to register on the supplier portal and access the many resources available, and how to communicate and encourage our dealers to utilize those resources to understand, identify and communicate with their prospective customers. This training is beneficial in preparing our sales organization to discuss the advantages of cooperative purchasing and the financial benefits to both the member and Dealer. Should we be awarded a contract, we will strategize with our Marketing team members to create a strategy to promote the award and identify Genie as a SourceWell supplier to SourceWell Members and our Dealers.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Genie has a dedicated Media Manager and support staff. If awarded the contract we will use our social media platforms to advertise the SourceWell award. In addition as part of our sales training we will leverage each individual Regional Sales Managers LinkedIn profiles to communicate our award.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	That SourceWell will leverage their existing platforms to promote SourceWell suppliers to their members. This would include your magazine, social media, website, GTKU seminars, and Trade Shows.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Sales transactions are processed by our Dealers. We don't have enough information to comment on their abilities to transact through an e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Genie provides service & repair, parts, warranty and operator training to our dealers, who in turn can offer those services to the SourceWell member. These would include product familiarization and operation, periodic maintenance, and basic diagnostics. We do offer Operator Training and Train the Trainer training to end users through our proprietary Lift Pro Training Program. Most of the training can take place online. Our training staff can conduct training in person at the members location or onsite at one of Genie's designated training sites or Dealer locations in North America. Pricing is dependent on the number of participants, location and travel cost, and would be quoted on a one-off basis.	*

41	Describe any technological advances that your proposed products or services offer.	<p>Terex/Genie are committed to Environmental Stewardship. Our goals include the following:</p> <ul style="list-style-type: none"> • Innovating Environmentally Friendly Products • Operating in Environmentally Friendly Manner • Offering 60%+ of all Terex/Genie Models as Electric or Hybrid Electric • Targeting 15% GHG Emission Reduction by 2024 <p>The ultra-efficient electric AC drive motors available on a number of our scissors and booms, allow for a full day's performance on a single battery charge, making it an ideal, eco-friendly solution for a number of outdoor and indoor applications on construction sites, facilities, malls, sports arenas, and also challenging pedestrian areas.</p> <p>Our Hybrid powered booms can perform in any surface including soft and loose rough terrain thanks to its lightweight. Additionally, it can work more than one week on a single tank of fuel and a full day's shift on a single battery charge.</p> <p>Genie® electric and hybrid lifts require less maintenance and fewer repairs than their diesel counterparts — saving time and keeping machines on the jobsite instead of in the shop, and they're friendly on the environment also. Less carbon footprint and less hydraulic oil deposited in landfills.</p> <p>From fuel-electric hybrid articulating boom lifts to E-Drive lithium-ion scissor lifts, we offer a AWP lineup that is 70% electrified to help you meet the growing demand for lower emissions and less noise. All while providing the high performance and low TCO you've come to expect from Genie.</p> <p>In August 2022, it was announced that Terex was making a Series A investment in Acculon Energy, a Columbus, Ohio-based engineering and connectivity company focused on developing the next generation of electrification solutions for non-automotive equipment applications, further confirming our commitment to environmental sustainability and leading-edge technologies in aerial equipment and telehandlers.</p> <p>See attached 2022 ESG presentation.</p> <p>Genie Lift Connect Telematics: The Genie Lift Connect program provides fleet managers, service managers and end users with tools to maximize efficiency and minimize downtime. You can utilize the Genie Lift Connect program to:</p> <ul style="list-style-type: none"> - Remotely diagnose equipment, saving time and costly service visits - View machines with upcoming maintenance for easy planning - View alert dashboards to identify if action should be taken - Understand the health of your machine in a single view - Search directly for asset location and status - Understand machine utilization and drive ROIC <p>Data can be accessed through the Lift Connect portal or through a mobile device.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>We have environmental roadmaps in place for air emissions, chemical management, energy conservation/GHG reduction, hazardous waste solid groundwater and storm water, water management, waste management and environmental management. Our environmental roadmaps enable Terex to reduce hazards and exposures, adhere to the law and proactively improve processes.</p> <p>We are targeting a 15% reduction in Greenhouse Gas ("GHG") emissions by 2024 (from our 2019 baseline). We monitor GHG emission from direct combustions, electricity, refrigerants and vehicle fuel usage. All our sites participate in our greenhouse gas emission reduction campaign and are required to put processes in place that will reduce emissions.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>One of Americas most Responsible Companys 2023 As awarded by Newsweek Magazine.</p>

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Many of our Dealers are minority, small business or veteran owned businesses, but we don't capture this information in the course of business.</p> <p>For many years, our Diversity & Inclusion efforts have centered around supporting women in our organization through Women@Terex. During 2020, we added the important concept of "Equity" to our Diversity & Inclusion program, as we expanded our program to make sure that all non-majority team members feel accepted and have opportunities to grow within Terex. To achieve this, we mobilized a Diversity, Equity & Inclusion Advisory Committee that is focused on training, development, recruitment and inclusion.</p> <p>We are proud of the diversity of our Board. Three of our eight directors are women, one is CaribbeanAmerican, and one is Native American. Our directors are also diverse in their skills and experiences in industry, operations, financial, international or other attributes.</p> <p>WOMEN@TEREX Our Company has a vibrant, global initiative to increase representation of women in our workplace because we recognize that women are often under-represented in manufacturing organizations such as ours. We are making excellent progress, requiring diverse candidate slates, supporting women through mentoring, training, and colleague-to-colleague education, and using our talent development process to identify qualified women for their next role(s) within our organization. In 2014, we established 5-year goals to increase representation in 3 areas: women in leadership, women in line roles (like operations, engineering and sales) and women overall. Having made progress against these goals, we have extended them for another 5 years.</p> <p>EXPANDING OUR DIVERSITY, EQUITY & INCLUSION FOCUS In 2020, we committed to expand our primary Diversity, Equity & Inclusion focus areas to include race and ethnicity, to ensure that members of under-represented groups have a sense of belonging and can thrive within our organization. We intentionally defined our Diversity, Equity & Inclusion aspirations, initially focusing on our U.S. workforce: To increase minority representation by 2025</p> <ul style="list-style-type: none"> • Leadership from 7% to 10% • Management from 11% to 15% • Indirect Manufacturing from 24% to 28% • Indirect SG&A from 16% to 20% <p>Reference 2020 Terex Environmental, Social & Governance Report attached.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<ol style="list-style-type: none"> 1. A dealer network covering every county and province in the US & Canada. 2. Access to one of the largest and most comprehensive aerial work platforms and telehandler products available. 3. Unparallel Sales and Product Support coverage through our Dealers and Terex/Genie Regional Field Staff 4. A company committed to Sustainability, with over 70% of our products offering electric and hybrid power. 	*

Table 9A: Warranty

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>Accessories, assemblies and components included in Genie's equipment, which are not manufactured by Genie or one of Genie's affiliates, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, including without limitation friction plates, glass, clutch and brake linings, filters, wire rope and paint, are not covered by this warranty and are the sole maintenance responsibility of Buyer. Freight charges are not covered by warranty.</p> <p>ITEMS NOT COVERED BY WARRANTY</p> <p>The following listed items, which are not exhaustive, are NOT covered under this warranty:</p> <ol style="list-style-type: none"> 1. Lamps, lenses, filters, consumable items, utility trailer decks, shop supplies. 2. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment. 3. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return. 4. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, engines, batteries, tires, customer-supplied products, transmissions, generators/gensets, and axles. 5. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly 6. Maintenance services and wear parts including, but are not limited to: seals, gaskets, hoses, friction plates, glass, clutch and brake linings, wire rope, exterior coatings, proper tightening of bolts, nuts and fittings, adding or replacing of fluids, breathers, belts, nozzles, adjustments of any kind, services, supplies such as hand cleaners, towels and lubricants, inspections, diagnostic time, travel time. 7. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier. 8. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals. 9. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred. 10. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment. 11. Labor is reimbursed @ \$80/hour
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Self-Propelled Booms, Scissor lifts and Telehandlers are all covered under our exclusive 1, 3, and 5 year warranty. That is 1 year for electrical and base machine, 3 years for hydraulic components and 5 years structural.</p> <p>No hour limit is imposed.</p> <p>Some items are covered by the manufacturer's warranty, i.e., Engines, which may have an hour limit, typically they are 1000 hours per year.</p> <p>We do specify that units must be maintained and used within design and normal limits.</p> <p>Please see attached LIMITED PRODUCT WARRANTY for details. (Attached)</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Travel Time is not covered.</p> <p>Mileage is paid at .50 cents per mile up to 400 miles per claim.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No

50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Accessories, assemblies and components included in Genie's equipment, which are not manufactured by Genie or one of Genie's affiliates, are subject to the warranty of their respective manufacturers. Examples: Tires, Engines, batteries and other components are covered thru the original manufacturer.	*
51	What are your proposed exchange and return programs and policies?	For warranty purposes, we ask that defective parts are held for 60 days or until the claim is closed. We may ask for a part to be returned for evaluation but that is rare. Generally, photos will suffice in most instances. Parts may be returned if needed and follow standard return process. These returns are initiated on our E commerce portal.	*
52	Describe any service contract options for the items included in your proposal.	Any additional service contracts would be offered by the selling Genie Dealer. If SourceWell Member is interested in additional services, it would be negotiated with the Dealer subject to availability.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are determined by each individual Dealer. N/A	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Terex Financial Services™ TFS is part of the Terex® family, so you'll work directly with a team of financial professionals who understand your business and can help you get the equipment you need with financial solutions based on your business goals and objectives.</p> <p>TFS knows the importance of working closely with our customers to understand the unique challenges of their business and their financial goals and requirements. Obtaining financing can sometimes seem daunting, so we work to simplify the process and guide you while providing you with a reliable, flexible and timely one stop service that lets you focus on what you know best: your business.</p> <p>Terex Financial Services offers the following financing solutions:</p> <ul style="list-style-type: none"> - Leasing solutions including Operating, Fair Market Value and TRAC leases - Loans - Wholesale/Floor Planning Solutions - Used Equipment Financing - Asset Management 	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Transaction documents are generated by each individual Genie Dealer, as such N/A	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Payments methods are determined by each individual dealer. N/A	*

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 *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Terex/Genie's pricing models have changed in the last few years, as we've adopted a new business operating system and instituted a new pricing model based on Market Based Pricing vs the traditional discount from list price. We do not publish List Price Sheets. SourcWell pricing will include: 1. Line item description of each Model and associated Accesories with the SourcWell Member "Not to Exceed" price associated with the model or accessory. 2. Line item "Not to Exceed" Freight Price for each associated Model. We traditionally make pricing adjustments on an annual basis but reserve the right to adjust prices at any time based on economic conditions and other market metrics, in accordance with our contractual obligations.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	N/A
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Costs for items like pre-delivery inspection, familiarization, or initial inspection are included in the SourcWell Member price and provided by the Genie Dealer at no additional charge. Certified Operator Training is not included in the SourcWell Member price and would be negotiated with the Genie Dealer if available. Most Genie AWP products are required by ANSI standards to be delivered to the authorized dealer for Pre-delivery inspection prior to delivery to the SourcWell Member. If Genie products which require PDI are dropped shipped to the SourcWell Members location at their request. Additional charges, such as transportation and service rate may apply. We always recommend shipment to the Dealer prior to delivery.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight "Not to Exceed" cost is listed as a line item per model.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery pricing for Alaska and Hawaii are listed as separate line items for each individual model.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Traditionally, the sales price for like models varies and is determined by the Dealer. The price that our Dealers purchase equipment from Genie vary based on annual/historical purchase volume, and other factors.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have internal reporting to track Sourcewell sales. Each quarter we require that dealers provide copies of their invoice for the Sourcewell sale to compare and ensure the pricing is aligned with our contract pricing with Sourcewell.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ul style="list-style-type: none"> - SourceWell revenue YOY vs PY - SourceWell Revenue vs PY averages - SourceWell Opportunities/Quotes vs PY. As measured by or CRM Software - SourceWell Opportunities close ratio vs PY. As measured by or CRM Software - SourceWell Opportunity Pipeline Metrics - SourceWell Margin analysis and Price Realization
68	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.)	1%

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Aerial Work Platforms: Electric, Diesel, and Hybrid powered, Manually & Self propelled vertical lifts, scissor lifts, articulated and straight boom man lifts, with working heights of 15' - 190', with all terrain capabilities. Numerous options and accessories are available to increase jobsite productivity and safety.</p> <p>Telehandlers: Diesel powered telehandlers with reach from 19' - 56', and lift capacities from 5500 to 15,000 lbs. A wide selection of attachments and options are available to increase jobsite productivity and safety.</p> <p>Material Lifts: Lightweight, low-cost material lifts — including the Genie Super Hoist™, Genie Lift™, Superlift Contractor®, and Superlift Advantage® models, designed to enhance worksite productivity with highly portable solutions for a wide variety of indoor and outdoor applications. Lift capacities to 1000lbs. up to 24'. Plus, a wide variety of options and accessories make them extremely adaptable to fit specific worksite needs.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Slab scissor lifts.</p> <p>Rough Terrain scissor lifts</p> <p>Vertical Mast Lift</p> <p>Articulating boom lift</p> <p>Straight mast boom lift</p>

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered	Comments	
71	Air Compressors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
72	Light Towers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
73	Generators	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
74	Pressure Washers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Welders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
76	Aerial Equipment (scissor lifts/manlifts)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Terex/Genie's proposal includes all Aerial Work Platforms, Material Lifts, Telehandlers, and associated accessories currently offered in North America	
77	Pumps (less than 30 HP)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
78	Soil Compaction Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Copy of Terex Genie 2023 Pricing RFP 020923.xlsx - Monday February 06, 2023 11:20:21
- [Financial Strength and Stability](#) - Terex Financial Strength and Stability.zip - Monday February 06, 2023 11:50:14
- [Marketing Plan/Samples](#) - Genie Terex Marketing Plan Samples 2023.zip - Monday February 06, 2023 11:57:08
- [WMBE/MBE/SBE or Related Certificates](#) - Terex---Introducing-Terex-Corporation---01-05-22.pdf - Monday February 06, 2023 12:14:35
- [Warranty Information](#) - Genie Warranty Doc.pdf - Monday February 06, 2023 11:58:07
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Terex Environmental_Social_Governance_Report.pdf - Monday February 06, 2023 12:06:48

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joel Harper, Senior Retail Sales Manager, NA, Terex USA, LLC

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_2_Portable_Construction_Equipment_RFP_020923 Tue January 24 2023 09:14 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Portable_Construction_Equipment_RFP_020923 Wed December 28 2022 01:43 PM	<input checked="" type="checkbox"/>	1