



Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Manitou North America, Inc., One Gehl Way, West Bend, WI 53095 (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 Forklifts, Lift Trucks with Related Products and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires July 23, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell 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 at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this 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

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 to the extent caused by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, 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 liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

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

Sourcewell

Manitou North America, Inc.

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

DocuSigned by:
Ilmars Nartish
By: 101B259AC57E4C9...
Ilmars Nartish
Title: Vice President Manitou North America LLC

Date: 7/22/2024 | 10:17 AM CDT

Date: 7/22/2024 | 10:05 AM CDT

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name: Manitou North America, Inc.
Does your company conduct business under any other name? If yes, please state: Gehl Co.
Address: One Gehl Way
PO Box 179
West Bend, WI 53095
Contact: Garold Harford
Email: g.harford@manitou-group.com
Phone: 612-414-7557
Fax: 262-334-6687
HST#: 82-2147325

Submission Details

Created On: Tuesday April 16, 2024 14:09:44
Submitted On: Thursday May 30, 2024 10:49:48
Submitted By: Garold Harford
Email: g.harford@manitou-group.com
Transaction #: af4d98f3-f491-4cae-b65b-99fd69b85814
Submitter's IP Address: 163.116.249.87

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")	Manitou North America, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Manitou North America, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Manitou North America, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Manitou North America, LLC does not currently have a registered CAGE code
5	Proposer Physical Address:	One Gehl Way, West Bend, WI 53095
6	Proposer website address (or addresses):	https://www.manitou.com/en-US/manitou-north-america-lc
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):	Ilmars Nartish; Vice President Manitou North America, LLC; One Gehl Way, West Bend, WI 53095; i.nartish@manitou-group.com; (262) 334-6635
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Garold Harford; Fleet & Key Account Manager; One Gehl Way, West Bend, WI 53095; g.harford@manitou-group.com; 920-279-6366
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Todd Yager; Fleet & Key Account Sales Director; One Gehl Way, West Bend, WI 53095; t.yager@manitou-group.com; 612-414-7557

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>In western France 1958, Marcel Braud imagined inverting the layout of a farm tractor and adding a lifting mast with hydraulic steering. With this determination, the first all-terrain forklift was born. This ingenuity and entrepreneurial spirit helped pave the way to the success of Manitou and lead to innovative ideas and products that continue influencing the world.</p> <p>1972 marked a new global era for Manitou, creating the inaugural subsidiary - Manitou UK. This was the first of the now 30 companies that make up Manitou Group.</p> <p>The development of Manitou's first telescopic handler in 1981 launched the company into a new market and drove growth like never before. As the company's flagship product, these hardworking machines are still a staple in the Manitou line-up.</p> <p>Manitou continued to build-out the forklift line in 1995 with the launch of the first truck-mounted forklift. These machines, designed to facilitate the loading and unloading of trucks, are considered in logistics ""The experts of the last mile.""</p> <p>In 2004, Manitou celebrated the 200,000th forklift manufactured and sold across the world. This Established the Manitou name synonymous with high-powered, user friendly, and reliable forklifts.</p> <p>Manitou acquired GEHL in 2008 - an American born, farm breed company that specialized in material handling and earth moving equipment. This acquisition expanded Manitou's North American reach and continues to be valuable asset in providing machines to customers.</p> <p>Manitou Group prides itself on pushing the envelope with consistent improvements and innovations. From machine performance to ergonomic design, Manitou Group strives to be the world leader in all areas of manufacturing, while maintaining an ever present mindset on reducing the global carbon footprint. Manitou Group's mission is to improve working conditions, be mindful of safety and performance around, and protect people and their environment. Manitou group strives to always do better, to be a driver of change, and to contribute to moving the world forward.</p>	*
11	What are your company's expectations in the event of an award?	<p>Manitou looks forward to a continued and growing successful partnership with Sourcewell through the addition of another group of contracted machinery. After being awarded our contract under the Medium Construction Product category (RFP 020923) last summer, our understanding of the Sourcewell program and all the advantages it offers to the local and state municipalities, government agencies and non-profit organizations has grown significantly. This translates to our ability to communicate, advise, and promote a structured program and product offerings through our dealer network designed specifically catered to Sourcewell members. Having the opportunity to promote the Sourcewell program throughout our dealer/customer base is, and will continue to be, a strong value added program. Our goal and vision is to grow our market share and presence under this program exponentially. We see the Government Sector developing and growing over the next few years, forming into an assigned team and support staff within our North American Sales and Marketing operations.</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>Manitou Group is listed on the Paris Stock Exchange and has been since 1984, consistently demonstrating financial stability and strength over the years as documented in the attached 2022 Universal Registration Document "URD". Also attached within the financial strengths and stability upload section, our 2023 financial report covering income statement, income by division and balance sheet.</p> <p>Brief financial summary measured in Euros below:</p> <p>2023 annual results: FY'23 Net sales of €m 2,871, +22% vs. FY'22 Net Sales of €m 2,361 Recurring operating income at €m 211.6 (7.4%) vs. €m 84.6 (3.6%) in 2022 Net income group part at €m 143.4 vs. €m 54.7 in 2022</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Market share within the product lines we are offering are based upon dealer participation as well as National Rental Account fleet purchases. Although we are not able to provide or share the numbers specific to our National Accounts, below are approximate percentages as it relates to the cat classes being offered in the US Market: Class I +/- 2.5%, Class IV +/- 5%, Class V +/- 5%, Class VII +/- 2%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Market share within the product lines we are offering are based upon dealer participation as well as National Rental Account fleet purchases. Although we are not able to provide or share the numbers specific to our National Accounts, below are approximate percentages as it relates to the cat classes being offered in the Canadian market: Class I +/- 2%, Class IV +/- 3%, Class V +/- 3%, Class VII +/- 1.5%</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Manitou has never petitioned for bankruptcy.</p>	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As a manufacturer, Manitou supports an independently owned and operated dealer network throughout North America. The participating dealers, operating under dealer contracts within this network, have written authorization to act on behalf of Manitou. Using Manitou team members, our partnership with our dealers include efforts focused upon supporting sales, technical and service training specific to their product lines and market needs. Manitou also provides and offers quarterly finance, sales and parts programs designed to promote incremental sales opportunities, increased market presence and customer retention within our dealer network.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>To the best of our knowledge, Manitou NA and associated subsidiaries and related companies in North America and worldwide hold all necessary certification and licenses associated with the manufacture and sale of all its products, including products requested in this RFP.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None, there are no cases that have taken place</p>	*

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>Rental Editors Choice Award 2023 MTA Construction Telehandler 2022- ULM Ultra Compact Telehandler 2021 - MC Rough Terrain Forklift (2020 - 2019 GEHL Brand RS4-14 and RT105)</p> <p>Lift & Access LLEAP Awards - 2023 Silver MRT 2260e/2660e Electric Rotating Telehandler 2022 - Runner Up - MHT Heavy Capacity Telehandlers 2021 - Silver MRT Vision Rotating Telehandlers 2020 - Awards were canceled (pandemic)</p> <p>Equipment Today Contractors Top 50 New Products Awards 2023 V/VT Series Skid and Track Loaders 2022 - ULM Ultra Compact Telehandler 2021 - MC Rough Terrain Forklift</p> <p>Construction Equipment Top 100 New Products 2023 M30-4 & M40-4 Quick Ship Rough Terrain Forklifts 2023 MT 625e Electric Compact Telehandler 2023 MRT 2260e/2660e Electric Rotating Telehandler 2023 MTA Construction Telehandler 2023 ULM Ultra Compact Telehandler 2021 MC 25-4 / MC 30-4 Rough Terrain Forklifts 2020 - MTA 12055 Telehandler</p> <p>Compact Equipment Innovative Iron Awards 2023 - MT 625e Electric Compact Telehandler 2022 - ULM Ultra Compact Telehandler</p> <p>West Bend Chamber - Large Business of the Year Award 2023 Manitou Group - North America (West Bend, WI) 2022 Manitou Group - North America (West Bend, WI) 2022- Manitou Group - Madison, SD Award</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Manitou is proud to stand behind our strong dealer network of over 200 unique dealerships and 400+ locations, willing to provide sales to a variety of different end users. This includes sales to the government sector and government contracts. Although we currently do not offer direct sales to government agencies, we estimate our % to be +/- 5% and expect this to grow significantly over the next few years if provided the opportunity with Sourcwell.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>Manitou is proud to stand behind our strong dealer network of over 200 unique dealerships and 400+ locations, willing to provide sales to a variety of different end users. This includes sales to the government sector and education contracts. Although we currently do not offer direct sales to state education agencies, we estimate our % to be <5% and expect this to grow over the next few years through dealer awareness of Sourcwell educational members.</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>Manitou manufactures and develops machines to be sold through our extensive dealer network throughout the US and Canada. As a manufacturer, Manitou does not hold any government contracts or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations. Manitou does hold a current Sourcwell contract (medium duty and compact construction equipment (02/02/23) and supports our dealer network in the fulfillment of these sales.</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>There are no current GSA contracts or Standing Offers and Supply Arrangements held at this time or over the past three years.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Manitou manufactures and develops machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector.	As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector.	N/A- Manitou does not sell directly into the Federal/State/Local government sector. These sales and opportunities are conducted through our North American Dealer network.	*
Manitou manufactures and develops machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector.	As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector.	N/A- Manitou does not sell directly into the Federal/State/Local government sector. These sales and opportunities are conducted through our North American Dealer network.	*
Manitou manufactures and develops machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector.	As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector.	N/A- Manitou does not sell directly into the Federal/State/Local government sector. These sales and opportunities are conducted through our North American Dealer network.	*

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 *

<p>Manitou manufactures and distributes machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector. We look forward working specifically with Sourcewell members within the Government sector if given the opportunity</p>	<p>Government</p>	<p>Wisconsin - WI</p>	<p>Delivered through our dealer network, we provide industrial, rough terrain and truck mount forklifts for the government, education and non-profit market segments</p>	<p>Varies from customer needs, applications and usage.</p>	<p>N/A- Direct sales into the Government sector are conducted through our dealer network, dollar volume data is not available at this time.</p>
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<p>Manitou manufactures and distributes machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector. We look forward working specifically with Sourcewell members within the Government sector if given the opportunity</p>	<p>Government</p>	<p>Wisconsin - WI</p>	<p>Delivered through our dealer network, we provide industrial, rough terrain and truck mount forklifts for the government, education and non-profit market segments</p>	<p>Varies from customer needs, applications and usage.</p>	<p>N/A- Direct sales into the Government sector are conducted through our dealer network, dollar volume data is not available at this time.</p>
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<p>Manitou manufactures and distributes machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector. We look forward working specifically with Sourcewell members within the Government sector if given the opportunity</p>	<p>Education</p>	<p>Wisconsin - WI</p>	<p>Delivered through our dealer network, we provide industrial, rough terrain and truck mount forklifts for the government, education and non-profit market segments</p>	<p>Varies from customer needs, applications and usage.</p>	<p>N/A- Direct sales into the State and local education sector are conducted through our dealer network, dollar volume data is not available at this time.</p>
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<p>Manitou manufactures and distributes machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector. We look forward working specifically with Sourcewell members within the Government sector if given the opportunity</p>	<p>Education</p>	<p>Wisconsin - WI</p>	<p>Delivered through our dealer network, we provide industrial, rough terrain and truck mount forklifts for the government, education and non-profit market segments</p>	<p>Varies from customer needs, applications and usage.</p>	<p>N/A- Direct sales into the State and local education sector are conducted through our dealer network, dollar volume data is not available at this time.</p>
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<p>Manitou manufactures and distributes machines to be sold through our extensive dealer network throughout North America. As a manufacturer, Manitou does not hold any government contracts specific to this RFP or sell directly to government customers; however, we proudly support and develop our dealers who are able to fulfill these contracts and obligations within the Government sector. We look forward working specifically with Sourcewell members within the Government sector if given the opportunity</p>	<p>Non-Profit</p>	<p>Wisconsin - WI</p>	<p>Delivered through our dealer network, we provide industrial, rough terrain and truck mount forklifts for the government, education and non-profit market segments</p>	<p>Varies from customer needs, applications and usage.</p>	<p>N/A- Direct sales into the Non-Profit sector are conducted through our dealer network, dollar volume data is not available at this time.</p>
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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>Manitou employs 1 VP North America, 5 Managing Directors, 19 Regional Sales Managers, 4 Parts Attachments & Service Sales Managers, and 12 After Sales Managers who service the United States and Canadian markets. These employees are dispersed across our 4 regions throughout North America to effectively provide information and assistance to our dealer network.</p>
27	Dealer network or other distribution methods.	<p>Manitou manufactures and distributes machines sold throughout our extensive North American dealer network. With more than 200 dealers and 400+ locations across the US and Canada (including Alaska and Hawaii), Manitou machines are readily accessible to all Sourcewell customers looking for exceptional machines and superior customer service. Our dealers pride themselves on providing knowledgeable, professional and courteous team members which help contribute to a higher level of overall satisfaction customers come to expect and depend on. Manitou also maintains a very strong presence within the National Rental Equipment channel. Companies such as United Rentals, Equipment Share, H&E Equipment and Sunstate Equipment continue to grow their respective fleets with Manitou products. Our expansive network of dedicated dealers gives Manitou and Sourcewell customers a local, convenient location for purchasing and servicing their machines.</p>

28	Service force.	Manitou dealer technicians are factory trained to be knowledgeable and experienced on Manitou products by way of online and "hands on" training programs, each of these offering various course levels of aptitude achievement and recognition. Manitou employs (12) Regional Service Managers covering assigned territories, providing dealer product updates, training and support. We also provide dedicated in-house technical, parts and service support as well as a 24 hour online support system (ASSIST) helping answer questions related to maintaining uptime and optimal use of our products. We also offer a call center operating from 7:30 am - 5 pm Central time, within the call center are designated team members supporting operations, sales, parts, service, warranty and attachments. This overall coverage, between Manitou and our dealers, helps ensure that our customers receive superior products and are supported by various means of communication and personal interaction for maintaining their equipment.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Customers place orders with one of Manitou's 400+ dealer locations. Our network of independent, local dealers offer customers a personalized buying experience and continual support throughout the lifetime of their machine. Authorized dealers can be found through our dealer locator found on Manitou.com. After the customer places an order through their dealership, they will either receive their order from the dealership's current stock, or the dealer will order directly from Manitou. By working with a local Manitou dealer, Sourcewell and Manitou customers are guaranteed the best experience and product for their specific need.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our extensive dealer network allows for timely and efficient service and support. Responses may be done by way of a phone call/email/assist ticket within 24 hours. Manitou dealer technicians are well trained and knowledgeable, possessing the ability to quickly troubleshoot and resolve any unforeseen questions, concerns or operational issues specific to the product. This ensures that not only do our customers receive superior products, but are also supported throughout the lifetime of the machines. Manitou also works in conjunction with 3rd party contracted ""Service Provider"" companies across the United States and Canada who in turn are trained and authorized to service our machines.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Having recently received the Sourcewell contract for "Medium Duty & Compact Construction Equipment", we are acutely aware of the program and the many advantages, leading to increased promotion and interaction between Sourcewell members and our dealers within the United States. We have recently implemented an action plan outlining internal processes and procedures with the specific goal of promoting Sourcewell programs to our dealers and service teams. We are also bringing more awareness to our Regional Sales Managers covering our dealer network, making sure the topic of Sourcewell is mentioned and reviewed with the dealer and their team members. We are willing and able to provide services and products specific to this contract and look forward to building this program if given the opportunity.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As mentioned in line #31, Manitou embraces both the US and Canadian markets. Having recently received the Sourcewell contract for "Medium Duty & Compact Construction Equipment", we are acutely aware of the program and the many advantages leading to increased promotion and interaction between Sourcewell members and our dealers. We have recently implemented an action plan outlining internal processes and procedures with the specific goal of promoting Sourcewell programs to our dealers and service teams. We are also bringing more awareness to our Regional Sales Managers covering our dealer network, making sure the topic of Sourcewell is mentioned and reviewed with the dealer and their team members. We are willing and able to provide services and products specific to this contract and look forward to building this program if given the opportunity.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have not identified any areas in which Manitou products could not be supported. Our current dealer network, along with contracted and authorized service providers, identify to their specific geographic areas of responsibility to cover sales and service opportunities.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Manitou is able and willing to support all sectors within the contract, covering from coast to coast at a National level. There are no limitations within the contract or North American/Canadian geographic locations that Manitou cannot support.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Manitou's dealer network extends to both Hawaii and Alaska affording the same programs and offerings within the lower 48 States and Canadian Provinces.	*

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.	"Manitou North America will promote this contract with the following strategy: 1. We will publish a press release that will be sent out to our media contacts, dealer network, and internal employees 2. Manitou has a solid social media presence where we will publish this information and promote the contract, this includes LinkedIn, Facebook, and Instagram 3. We will publish the information on our website in our news section, Gov. page, and other sections as applicable 4. The information will be included in our monthly dealer newsletter 5. Post ""Banner-ad"" rotator on the Home Page of the Manitou Dealer Portal 6. A news section will be added to connect.mg - our dealer marketing tool 7. RSMs will receive additional information on how best to utilize the contract 8. Dealers will be able to utilize co-op dollars for Sourcewell advertising and tradeshow events 9. We will inform current customers and leads in our prospect and customer journeys that Manitou has a contract with Sourcewell"
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	"Manitou North America is proud of our social media efforts and use of technology. Our ever growing and active social media presence includes Facebook, LinkedIn, YouTube, and Instagram. We also utilize regular email newsletters to enhance our communication with our dealers, a customer journey to stay connected with our end users even after they have purchased our machines, and a prospect journey to engage potential new customers and inform them of what we have to offer. We partner with leading marketing providers to develop digital and print marketing campaigns in order to increase brand awareness and show our breadth of product. We also offer a marketing co-op program to our dealers to encourage them to build and grow our brand and customer knowledge. We look forward to incorporating Sourcewell into these efforts to expand both our brand awareness and Sourcewell's "
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?	We anticipate the majority of the promotion of this contract will be through our dealer network. Manitou will work with our Regional Sales Managers to disperse the information throughout our dealer network, and support our dealers as they sell to Sourcewell Customers. Additional training will be provided as needed. Additional training with dealers on how to leverage this contract from Sourcewell and presenting at dealer and employee meetings from Sourcewell would be beneficial and help push the contract with our dealer network.
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.	Through Manitou's dealer network, a wide array of our machines are available for e-procurement. Our dealers allow for machines to be viewed and purchased online; however, this is available at the discretion of the individual dealers.

Table 8: Value-Added Attributes

Line Item	Question	Response *

<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Manitou is proud to offer a wide array of optional training programs, deployed within our Learning Management System or face to face, and available to all Sourcewell members. These programs are designed to create the opportunity to follow a defined learning path, and include:</p> <p>Level One- Offered remotely online, covering basic product introduction and familiarization specific to that product line and category. These are conducted via a narrative presentation with various segments of interaction and responses. There are no costs associated with these Level One courses and they are available to all Sourcewell members.</p> <p>Level Two - Builds upon Level One and involves a face to face meeting session onsite with an emphasis on in-depth overview of basic features and benefits as well as "hands on" product operation. These sessions are typically conducted at the dealer location and cover machines specific to the Sourcewell members purchase. These training sessions allow personal interaction between Sourcewell members, dealer team members and Manitou product trainers. Scheduling for Level Two is done in advance, allowing time for machines to be on hand and schedules coordinated between all parties involved. There is no cost associated with the product training materials and presentation portion of Level Two. All attendees though are responsible for all transportation/lodging/meals and other travel related expenses incurred.</p> <p>Level Three- Builds upon Level Two and is focused much more in-depth on assorted machine attachments and options offered within the product line, and how those offerings apply to various end user needs and applications. Level Three courses are catered more towards dealer sales team members versus Sourcewell members in the sense they are focused more towards sales opportunities than general product familiarization offered in Level One and Two. There is no class fee associated with Level Three training and Sourcewell members are certainly welcome to attend. All attendees though are responsible for all transportation/lodging/meals and other travel related expenses incurred.</p> <p>Train The Trainer- Face to Face certification classes and programs for MEWP and Class 7 (rough terrain forklifts and telehandlers) are in continual development and are offered at preplanned dates or upon request. There will be fees associated with these classes and the fees will be determined based on class type.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Over the years, Manitou has built its reputation within the industry on ingenuity and innovation with forklifts being no exception.</p> <p>Manitou views the addition of standard, highly sought after features on our Class 1, Class 4 and Class 5 Industrial Forklift ME and MI models. This innovative package strategy improves our factory efficiency by reducing the chances of not having the right machine available, lowering the number of configurations while combining many commonly ordered options as standard features. We offer four types of Industrial Forklifts including fully electric (both lead acid and lithium ion powered), liquid petroleum gas (LPG), Dual Fuel (LPG and Gasoline) and diesel powered trucks.</p> <p>Manitou's range of MSI and MC models fill a market gap with two technologically unique machines in our Semi-Industrial forklifts (MSI models) and Compact Rough Terrain forklifts (MC models). The Manitou Semi-Industrial model (MSI) takes the efficiency of an industrial truck and adds additional ground clearance, larger drive and steer tires and enhanced operator comforts in a machine that is expertly suited to both indoor and outdoor work on improved surfaces such as gravel, dirt, grass etc. This 2wd truck offers compact rough terrain features in a familiar platform and can operate year round outdoors in any climate. The Manitou Compact Rough Terrain Forklift (MC) range takes the concept of our MSI models and adds 4WD capability for more ground clearance and a selectable (2wd/4wd) switch allowing high tractability and high speed in one very compact but highly capable rough terrain machine.</p> <p>Manitou range of M-series models offer full size 2wd/4wd rough terrain forklifts, providing enhanced ground clearance, a larger cab with all around visibility and choices for a fixed or side shifting masts. These machines also offer the option of a lay down style tilting mast, allowing machines to be trailered without restriction.</p> <p>Rounding out the Rough Terrain category is the Manitou range of Truck Mounted Forklifts, including the industry exclusive Truck Mounted Telescopic (TMT) models. This line offers a unique telescopic boom with unmatched visibility to the forklift carriage, unobstructed views, high lift and class leading reach in the Truck Mounted Forklift category. Manitou also offers the Truck Mounted Masted machine as well, sharing the TMT versatility while using a more operator familiar masted design. All four models in this range offer standard 3 wheel drive in both high and extra traction models and have all the popular mounting styles and kits to adapt this machine to any trailer type needed.</p> <p>Manitou also offers Connected Machines as STANDARD on all products, a telematic system that allows owners, operators and dealers to view machine usage, location, CAN data, error codes etc. to be tracked remotely on a computer, smart phone, or tablet through a customer based app with assistance and support also available through a dealer based support tool."</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>OXYGEN BRAND AND PRODUCT STRATEGY-</p> <p>Acutely aware of its responsibilities, Manitou has chosen to place the low carbon trajectory pillar at the heart of its CSR approach, announcing in early 2022 its commitment in this area, with two major objectives for 2030: to reduce its direct and indirect carbon emissions (scopes 1 and 2) by 46% while reducing by 34% the CO2 emissions linked to the use of machines (scope 3). This alone represents 89% of the total emissions generated.</p> <p>Manitou is proud to be part of the electric revolution introducing Oxygen to our new 100% electric line of machines. The benefits of electrification go beyond the capabilities of a powerful machine as these compact units are better for the environment and easier to service with lithium-ion batteries that require low maintenance. Manitou is excited to showcase what innovation looks like through our new electric line-up.</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>Manitou has identified two major objectives for 2030: to reduce its direct and indirect carbon emissions (scopes 1 and 2) by 46%, while reducing by 34% the CO2 emissions linked to the use of machines (scope 3), which alone represent 89% of the total emissions generated.</p> <p>This low carbon trajectory has been validated by the Science Based Target initiative (SBTi), a leading independent body led by four international organizations. These scientific targets pave a clear path for us to reduce our emissions and ensure the sustainability of our model in a low carbon world, alongside our customers, our suppliers and our partners. Manitou Group will thus ensure transparency by monitoring and reporting annually on its progress.</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>Manitou does not currently hold any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications at this time. There may be, in some cases, dealerships which have women/minority/veteran stake of ownership within the business.</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?	At Manitou, our starting point is the customer. No matter the sector or position, we respond with award winning, innovative, powerful, and cost-efficient products and solutions. Our everyday challenge is to provide a wide breadth of products capable of supporting any sector, market or need. We strive to understand our customers challenges and concerns while addressing the need towards continuous improvement to our products and services. We sell more than machines; we provide personalized innovative solutions.
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Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>GEHL® & MANITOU® brands: new and eligible MANITOU Group equipment manufactured is warranted to the Original Retail Purchaser to be free from defects in material and workmanship for a period of:</p> <ul style="list-style-type: none"> - Twenty Four (24) months or Two Thousand Hours (2000h) from the Warranty Start Date, whichever occurs first, if original factory invoice is within 24 months of date of retail. <p>GEHL®, Manitou® WARRANTY DOES NOT INCLUDE:</p> <ol style="list-style-type: none"> 1. Transportation to selling dealer's business location or, at the option of the Original Retail Purchaser, the cost of a service call. 2. Used equipment. 3. Components covered by their own non- MANITOU Group warranties, such as tires, batteries, trade accessories and engines. 4. Normal maintenance service and expendable, high-wear items. 5. Repairs or adjustments caused by: improper use; failure to follow recommended maintenance procedures; use of unauthorized attachments; accident or other casualty. 6. Liability for incidental or consequential damages of any type, including, but not limited to lost profits or expenses of acquiring replacement equipment. 7. Liability for consequential damages as an unfavorable environment (chemicals, dust, salt, corrosion and erosion...) 8. Repairs completed outside MANITOU Group network and/or by personnel not trained by MANITOU Group. <p>No agent, employee or representative of MANITOU Group has any authority to bind MANITOU Group to any warranty except as specifically set forth herein.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Considerations are taken for conditions of extreme usage/abuse, harsh environments, lack of maintenance related issues or being used against as described as proper use in the operator's manual.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The cost of travel time and mileage associated with a field service call as well as transportation charges related to hauling of equipment is not an expense normally covered by Warranty. The Company considers these costs to be the expense of the Owner or selling dealer. However, as an element of a Mandatory Product Update Program, the Company may include an allowance for travel time, mileage, and/or transport. Such expenses are only paid when the Company is requesting updates to be done immediately. This policy should be reviewed with the owner of the product as part of the delivery procedure.
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?	There are no geographical areas in the United States or Canada that Manitou does not service through our Dealer network and Service provider - capable of facilitating all warranty interventions.
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?	<p>"GEHL® & MANITOU® brands: new and eligible MANITOU Group equipment manufactured is warranted to the Original Retail Purchaser to be free from defects in material and workmanship for a period of:</p> <ul style="list-style-type: none"> - Twenty Four (24) months or Two Thousand Hours (2000h) from the Warranty Start Date, whichever occurs first, if original factory invoice is within 24 months of date of retail. Furthermore, emission components would have 5 year 3000 hour warranty. Tires would be covered under the tire manufacturers warranty. Batteries are covered for 1 year 2,000 hours from date of service . Additional warranty may be covered under the battery manufacturers policy. For additional warranty information please see attached policy in the warrantry document upload."

51	What are your proposed exchange and return programs and policies?	MANITOU Group equipment manufactured is warranted to the Original Retail Purchaser to be free from defects in material and workmanship. Any parts of the Manitou product or the Manitou product itself will be repaired or replaced at Manitou's sole discretion, within the applicable warranty period, if found to be defective by Manitou in materials or workmanship. For additional information regarding Manitou's Parts Policies & Procedures, please see attachments in warranty document upload (2024 After Sales Parts Policies, VOR Order Policy)	*
52	Describe any service contract options for the items included in your proposal.	Manitou offers a variety of service contracts and agreements that can be purchased through the local Dealer/Service Provider. These include but are not limited to- recommended maintenance service plans, extended machine coverage tailored to hours and years etc. Manitou will assist, as needed, with the quote of maintenance contracts via the quote tool on the Manitou Dealer Portal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment is Net 30, Dealers may offer alternative payment programs and as such the customer is subject to terms and conditions set forth by said dealer. All payment and conditions of sale are handled through the independently owned dealer network previously known mentioned as authorized by Manitou.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Manitou offers financing programs that change on a quarterly basis. These are financed through BMO and generally offered to some degree on all products. Currently, we are offering up to 0% for 36month or cash-in-lieu up to \$2,500. For up to date information on all current programs, visit https://www.manitou.com/en-US/new-financing . Other discounts are subject individual dealer discretion.	*
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.	For standard transaction documents, please refer to uploaded documents within the "Standard Transaction Document Samples" file. Note: These documents are provided to our dealers to process the transaction.	*
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?	Manitou does not currently accept P-card procurement and payment process.	*

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.	Manitou looks forward in offering a discounted price to Sourcwell members. All products within this proposal, except the ME/MI models, will be offered a 31% discount off current MSRP pricing. The ME/MI range of products will be offered a 28% discount off current MSRP. Please see the price schedule in the file upload section of this proposal. ME/MI Forklifts- 28% off MSRP MSI Forklifts/MC/M/TMT- 31% off MSRP
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.	Manitou will offer set discounts across product line . This will include the base machine and added options and accessories with applicable percentage discount applied to list price. See supported, uploaded documents for discounts.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Manitou will offer a Multi-Unit Discount Program as stated below for Sourcwell Members - Please see uploaded documents for further details and conditions. ALL MANITOU FORKLIFTS 4-7 units 1% additional discount 8+ units 1.5% additional discount
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.	All such products (including attachments and options) or services beyond manufactured as or delivered to the dealer from the factory as a completed machine will be offered as a dealer direct product and service. Additionally, anything outside of factory delivered product is considered noncontracted product and is between the Sourcwell member and our authorized dealer as a non-contracted item.
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.	All freight or related transportaion charges are separate to any published or presented pricing in regard to this RFP. Said charges will be presented at time of individual quote to the Sourcwell member. As well, all PDI, final assembly and additional training cost come from our participating dealers and are not subject to the contract discounts offered. These will be broken out separately on the quote to the customer.
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.	Manitou charges freight fees to dealers for transportation of goods from our facilities. The dealer then includes these charges in the quote which is passed along to the Sourcwell member requesting a price of product.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We offer freight delivery service to our dealers representing Alaska, Hawaii, and Canada. All rates are subject to location and product. A quote on freight will be provided by local dealer based on specific machines and customer location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For larger volume orders, number subject to product type, a "truck load" delivery discount will be applied.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We offer addition percentage points off as discount (for Sourcwell members) and additional discounts for volume quantity.

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.	"Manitou requires dealers to identify that their transaction took place with a Sourcewell participating entity either by issuing a P.O. directly with Manitou referencing this, or by providing a serial number of the unit sold from dealer inventory. Dealer is to provide a copy of the P.O. from the participating Sourcewell Entity. On this P.O, dealer must include Sourcewell member number, Manitou Sourcewell contract number, and verified sale price offer to member. "
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.	Each Manitou authorized and program participating dealers will identify each quote as a Sourcewell member quote, those quotes and or subsequent orders will be tracked internally by our sales support team and digitally cataloged. Periodically reporting and analytics are run to review our sales verticals.
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.)	Manitou previously and afore mentioned as Manitou NA and all related DBAs in North America will pay not more than 1% of the complete whole good price to Sourcewell. Whole good as delivered with options and attachments.

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.	ME SERIES ELECTRIC INDUSTRIAL FORKLIFTS- 3,200 lbs. to 6,000 lbs. MI SERIES INTERNAL COMBUSTION INDUSTRIAL FORKLIFTS- 5,000 lbs. to 15,400 lbs. MSI / MC SERIES SEMI-INDUSTRIAL AND COMPACT ROUGH TERRAIN FORKLIFTS- 5,500 lbs. to 11,000 lbs. M SERIES ROUGH TERRAIN FORKLIFTS- 6,600 to 15,000 lbs. TMF SERIES TRUCK-MOUNTED FORKLIFTS- 4,400 & 5,500 lbs. CAPACITIES. For additional descriptions and features on individual machine lines, please see Manitou Product Show book under additional documents which covers our entire line of equipment. In addition, we have included several videos - customer testimonial, demonstration of TMT truck mounting kit, and promotional hype video of MC series forklift.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory: Attachments and solutions. For each product line or category of equipment class also referred to as machine, we offer a complimentary line of accessory attachments (such as bin clamp, fork positioner etc.)

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	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manitou offers both 3 and 4 wheel models with open cab and several mast heights.	*
72	Class II: Electric Motor Narrow Aisle Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently not available within our product line.	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently not available within our product line.	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	LPG , dual fuel and diesel models: 5,000lb - 15,000lb capacity (solid tires)	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	LPG , dual fuel and diesel models: 5,000lb - 15,000lb capacity (pneumatic tires)	*
76	Class VI: Electric and Internal Combustion Engine Tractors	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently not available within our product line.	*
77	Class VII: Rough Terrain Forklift Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a wide range of models in 2 or 4 wheel drive, LPG, dual fuel and diesel models.	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Currently not available within our product line.	*
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manitou offers an assortment of accessories and attachments compatible within and specific to Class I, IV, V and VII. Examples include but not limited to sideshift carriages/fork positioners/bin clamps	*
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Manitou offers various programs which are implemented throughout our dealer network, these include but are not limited to annual service contracts, extended warranty options, telematic packages to name a few.	*

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](#) - Pricing Discount Sheet (Uploaded).pdf - Thursday May 30, 2024 10:29:44
- [Financial Strength and Stability](#) - Manitou Financials 5-27-24.zip - Wednesday May 29, 2024 12:52:31
- [Marketing Plan/Samples](#) - Sourcewell Forklift Marketing Plan.pdf - Thursday May 23, 2024 15:19:48
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty -20240529T183620Z-001.zip - Wednesday May 29, 2024 13:37:23
- [Standard Transaction Document Samples](#) - drive-download-20240523T202038Z-001.zip - Thursday May 23, 2024 15:21:57
- [Requested Exceptions](#) - Redline Contract Template RFP 05.30.24.docx - Wednesday May 22, 2024 15:41:04
- [Upload Additional Document](#) - drive-download-20240523T201741Z-001.zip - Thursday May 23, 2024 15:18:13

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. - Ilmars Nartish, Vice President North America, Manitou North America, 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 obligations contemplated in the solicitation proposal.

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	<input checked="" type="checkbox"/>	1