



## **Solicitation Number: RFP #030923**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex USA LLC, 22 Whittier Street, Newton, NH 03858 (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 Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and within ten days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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 Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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

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



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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

- Exercise any remedy provided by law or equity, or

- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any



person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

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

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

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

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

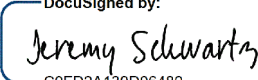
## **22. CANCELLATION**

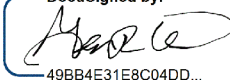
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

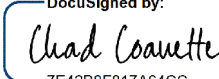
Sourcewell

Terex USA LLC

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 4/26/2023 | 4:00 PM CDT  
 Date: \_\_\_\_\_

DocuSigned by:  
  
 By: 49BB4E31E8C04DD...  
 George Wilcox  
 Title: Sales & Marketing Director  
 5/3/2023 | 11:13 AM CDT  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coquette  
 Title: Executive Director/CEO  
 5/3/2023 | 12:25 PM CDT  
 Date: \_\_\_\_\_

# RFP 030923 - Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology, and Services

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## Vendor Details

Company Name: Terex Environmental Equipment  
Does your company conduct business under any other name? If yes, please state: CBI: A Terex Brand & Terex Ecotec  
Address: 22 Whittier Street  
Newton, New Hampshire 03858  
Contact: Naoimh Quinn  
Email: naoimh.quinn@terex.com  
Phone: 603-560-8713  
HST#:

## Submission Details

Created On: Thursday January 19, 2023 15:11:12  
Submitted On: Thursday March 09, 2023 14:41:21  
Submitted By: Naoimh Quinn  
Email: naoimh.quinn@terex.com  
Transaction #: 225f3287-78a3-4981-98bf-c28bdc74b700  
Submitter's IP Address: 136.226.67.82

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Terex USA LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CBI – A Terex Brand Terex Ecotec
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CBI – A Terex Brand Terex Ecotec
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: SYWUFMFFEJV4 CAGE/NCAGE: 4J2G1
5	Proposer Physical Address:	22 Whittier Street, Newton NH. 03858
6	Proposer website address (or addresses):	<a href="https://www.terex.com/cbi/en">https://www.terex.com/cbi/en</a> <a href="https://www.terex.com/ecotec/en/">https://www.terex.com/ecotec/en/</a>
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):	George Wilcox Sales & Marketing Director George.wilcox@terex.com +1 (603) 7023192 22 Whittier Street, Newton NH. 03858
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Naoimh Quinn Marketing Manager Naoimh.quinn@terex.com +1 (603) 5608713 22 Whittier Street, Newton NH. 03858
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**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 April of 2015, Terex Materials Processing, a business segment of Terex Corporation (NYSE: TEX) and CBI announced the acquisition of the assets of CBI by Terex. This marked a significant expansion of the Terex Materials Processing product line. The acquisition of CBI's business, in operation since 1988, significantly advanced the product line while adding dimensions to the Terex Environmental Equipment (TEE) business.</p> <p>CBI machines have been purpose-built to out produce, outperform, and outlast anything in the market. Diverging from the pack of sorely inadequate wood grinders, CBI completely reimagined the value curve by producing the ultimate workhorses for unmatched production. End-users no longer have to settle for costly breakdowns and maintenance.</p> <p>Through the years, CBI's superior and long-lasting equipment has created the most value for owners who are serious about growing their business.</p> <p>The acquisition of CBI's business significantly advanced the Terex Ecotec product line already offered by Terex, while adding dimensions to the TEE business. Terex Ecotec is celebrating 10 years in business in 2023. The brand has grown to be a top 3 global supplier in the environmental recycling machinery market segment. The full product portfolio includes slow, medium and high-speed shredders, hybrid chipper, recycling and trommel screens, waste handlers, windrow turner and conveyors.</p> <p>There are six values that make up the Terex Way: Integrity, Respect, Improvement, Servant Leadership, Courage and Citizenship.</p> <p>Integrity: We never sacrifice integrity for profit. We are transparent in all our business dealings. We are accountable to our team members, customers and shareholders for achieving our goals while protecting our reputation and assets.</p> <p>Respect: We provide a safe and healthy environment for our team members. We treat all people with dignity and respect. We value the differences in people's thinking, backgrounds and cultures. We are committed to team member development.</p> <p>Improvement: We continuously search for new and better ways of doing things, eliminating waste and continually improving. We challenge the status quo and require stretch goals. We work in teams across boundaries to achieve common goals.</p> <p>Servant Leadership: We work to serve the needs of our customers, investors and team members. We nurture a culture of "chain of support" versus "chain of command." We ask what we can do to help.</p> <p>Courage: We have the personal and professional courage to do the right thing and take risks that may cause us to win as well as to fail periodically. We make decisions and take action. We don't admonish failure, only failure to learn.</p> <p>Citizenship: We're good global, local and national citizens. We're good stewards of the environment and the communities where we live. We participate in making the world we live in a better place.</p>
11	What are your company's expectations in the event of an award?	Our expectation would be that we can provide world class equipment to our municipal customers while allowing our customers the ability to purchase their desired equipment in a very simple and streamlined process.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Terex is a publicly traded company and all relevant information on revenue, earnings, etc. Is available online.</p> <p>Terex 2022 High Level Financials:</p> <ul style="list-style-type: none"> <li>- Sales of \$4.4B, up 14% YoY</li> <li>- Operating income of \$420M, up 28% YoY</li> <li>- EPS of \$4.32, up 41% YoY</li> <li>- Returned \$132m to Shareholders</li> <li>- ROIC of 21.3%</li> </ul> <p>CBI has been a profitable and growing company in the wood grinding business since its inception. In the last 3 years, CBI and Ecotec has experienced roughly 30% growth each year. (See CBI &amp; Ecotec historical data attached)</p> <p>Both CBI &amp; Terex Ecotec are companies within the Terex Materials Processing division.</p> <p>Please see attached Q4 2022 earnings presentation.</p>
13	What is your US market share for the solutions that you are proposing?	<p>Terex entered the mobile environmental markets in 2015 and has since grown to become a top three player in this important long-term market.</p> <p>See attached document titled 'US Market Share'.</p>

14	What is your Canadian market share for the solutions that you are proposing?	This is harder to measure as there aren't any reliable methods in which to measure, however distribution for many brands isn't consistent. Terex CBI and Ecotec have coverage from British Columbia across to New Brunswick. We estimate that we have a combined market share of roughly 20-25%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer  We have Sales and Service teams that interact daily with each other and our dealers. The dealers are third party entities who are in contact with the end users of the machinery. The Terex Environmental Sales and Service teams work with the dealers and end users regularly to ensure the highest level of service is provided.  Each Sales team member oversees and supports all dealers in their individual territory. The Sales team provide twice annual training to their distribution network in addition to aftersales training on the same frequency. However, if further training is required in the event of a refresh or new hires this can also be arranged. The Sales team is in close contact with our distributors to answer questions and offer professional advice.  The Sales team have service level experience and regularly visit customers with the distributors to offer factory level support.  We also maintain a complete inventory of aftermarket parts, we provide an in-house parts and service call support center, and a staff of certified field service technicians with fully equipped service trucks.  We have complete dealer coverage throughout the US and Canada offering machine sales, spare parts and service support, all backed up by our own in-house parts and service departments when needed.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Terex was recognized on Newsweek's list of America's Most Responsible Companies 2022 Winner of Demolition & Recycling International's Innovation Award Plant & Equipment 2019 IQ Excellence Awards- Most Inspirational Leader (Kieran Hegarty) 2019	*
20	What percentage of your sales are to the governmental sector in the past three years	We estimate this to be approximately 8-10% of our overall new machinery sales.	*
21	What percentage of your sales are to the education sector in the past three years	This particular customer segment would be negligible.	*
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?	None apply.	*
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?	None apply.	*



**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 *	
Kern County Solid Waste - CA	Chuck Magee	661-862-8977	*
Prince George's County - MD	Timothy Richards	301-780-6312	*
Wicomico County – MD	Heather Dear	443-859-7017	*

**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 *	
Kern County Solid Waste	Government	California - CA	Grinders for green waste	Approx. \$1,000,000	\$6,300,000	*
Talbot County	Government	Maryland - MD	Grinder for green waste and trommel for compost	\$1,100,000 \$425,000	\$1,525,000	*
Maryland Environmental Services	Government	Maryland - MD	Grinder for green waste	\$1,150,000	\$2,300,000	*
Horry County	Government	South Carolina - SC	Grinder for Green Waste	\$1,075,000	\$1,075,000	*
Anne Arundel County	Government	Maryland - MD	Grinder for Green Waste	\$1,150,000	\$2,300,000	*

**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.	Terex Environmental Equipment has a 6 member 'front line' internal salesforce responsible for marketing, selling and managing dealers. Our marketing and sales team work closely with the corresponding teams at our distributors, creating joint sales targets and regional co-op marketing plans to ensure we are always aligned. In total, our collective distributor sales force across North America amounts to 128 sales personnel.	*
27	Dealer network or other distribution methods.	Distribution network fully covering the United States and Canada for the sale of new equipment and service of the equipment coupled with local parts support. See supporting document labeled 'CBI & Ecotec Dealers North America- Locations' to visually see the locations of our distribution network across North America.  Our website also boasts a 'Find my Dealer' widget, which is an easy to use drop-down map for users to easily find a dealer in their area.	*
28	Service force.	Our internal service force consists of 11 team members, however with the inclusion of our dealer networks service team members- this is much higher. In total, our collective service force consists of 176 people across North America.  Our internal service force has forged great relationships with the service teams across our distribution network over the years, and from our service coordinator to our field service technicians to our customer technical support there will always be someone on hand to offer telephone or hands-on support.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The orders will be handled by the localized distributor in the local market. This distributor is familiar with the customer base and local needs and requirements while maintaining a full sales and service center in close proximity to most end use customers in North America.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service program is a multi-faceted approach where a local dealer would be the first to respond with any questions, comments, requests, or concerns.</p> <p>If the dealer required any assistance, they can either log a ticket via our online helpdesk system or call directly to either their Sales Representative or our Customer Support Technicians.</p> <p>We have a team of technical assistance personnel working on each ticket and issue as they come in. First response goal is under 24 hours of a ticket submission. On National Holidays when the factory is closed, we ensure our distributors are made aware of any closures in advance and provide service hotline details in the event of an emergency. (See example attachment named 'CBI Newton Office Closure Monday 4th July'.)</p> <p>Depending on the equipment we also have specialized factory support engineers to assist on-site with issues that may require additional support.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Terex CBI & Ecotec are able to boast a world class distribution footprint covering all of North America. The Sourcewell participating entities will benefit greatly from having the ability to acquire world class equipment from a very professional and knowledgeable network of distributors. The distributors in addition to Terex CBI/Ecotec are always anxious to grow market share. The local presence with available inventory provides a win-win situation for all parties involved.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Terex CBI & Ecotec are able to boast a world class distribution footprint covering all of North America. The Sourcewell participating entities will benefit greatly from having the ability to acquire world class equipment from a very professional and knowledgeable network of distributors. The distributors in addition to Terex CBI/Ecotec are always anxious to grow market share. The local presence with available inventory provides a win-win situation for all parties involved.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None – we are able to fully cover all of North America.	*
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?	We have no reason to believe that we could not serve any entity.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None would apply. We have distribution active in all of the United States and territories.	*

**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.	<p>Should Terex Environmental Equipment (CBI: A Terex Brand &amp; Terex Ecotec) be awarded with a Sourcewell contract, we will continue our mission to become the 'Amazon', 'Apple' or 'Coca-Cola' of the industry- ultimately the number 1 name in recycling and repurposing equipment. Only this time we will be using creative and eye-catching ways to incorporate the Sourcewell contract into these campaigns and tactics. The overall objective to create as much awareness as possible around the Sourcewell and Terex Environmental Equipment partnership will heavily influence our marketing going forward.</p> <p>Contract Announcement Following being awarded the contract, our first course of action would be an announcement campaign: Channel: Email Marketing Tactic: Targeted solus campaign announcing the contract to our end user and dealership database- (around 4K contacts in total).</p> <p>Channel: Social Media Tactic: Contract announcement across all social media platforms (LinkedIn, Facebook &amp; Twitter- we also plan to launch CBI Instagram this year). The social announcement will be in the form of short video clips from our Sales team, speaking of the importance and benefits of Sourcewell.</p> <p>Channel: Website Tactic: The Sourcewell logo will be added as a footer at the bottom of every page on our</p>

websites with links to the official Sourcewell website. We will create a dedicated landing page, explaining the Sourcewell contract.

Channel: Communications

Tactic: A press release will be drafted and added to the news section on our websites Will send out to press contacts of relevant trade magazines such as

- American Recycler
- Biomass Magazine
- Heavy Equipment Guide
- Recycling Product News
- Recycling Today

Continuous Marketing Plan

Channel: Website & SEO

Tactic: The CBI website has a domain authority of 59 which is 20 places higher than our closest competitor. Our search visibility is also 3.5% higher than our closest competitor.

The Ecotec website has a domain authority of 59 which is 25 places higher than our closest competitor. Our search visibility is also 4% higher than our closest competitor.

Combined the websites have an average monthly visitor volume of 6K; however, we still want to increase this organic traffic by 20% by the end of May this year.) With the addition of:

- Sourcewell landing page- the purpose of this will be to provide more information on the contract
- Inclusion of the Sourcewell logo on the bottom of each page along with backlinks
- The introduction of thought leadership blogs and articles to the website- to also include a Sourcewell boiler plate at the bottom

Channel: Social Media

Tactic: In 2023, we have a massive push on growing our social media. We want to increase our following by 30%. To do this we will be implementing several tactics over the next few months. As part of our strategy, we will incorporate the Sourcewell contract into our messaging. Our Sourcewell social media strategy will include the following:

- Sharing co-branded content across industry LinkedIn, Facebook & Twitter social pages and groups. For example:
- Everything Logging (Facebook group)
- Forestry Mulching- Tree Clearing- Wood Grinding (Facebook group)
- Solid Waste Management (Facebook group)
- Wood & Waste Shredding (Facebook group)
- Waste Sorting (Facebook group)
- Waste Management & Recycling Professionals

We are also planning to create an Instagram page in 2023 which we will use to share co-branded content.

Our CBI Youtube channel also has some extremely impressive numbers.

CBI channel: We have 2.14K subscribers with an average of 13K views every 28 days, 94K impressions for the same 28-day period- 74% of these impressions come from YouTube recommending our content.

For being a relatively new brand, Ecotec's YouTube channel is also impressive. With nearly 1K subscribers, we have an average of 8K views across our videos- these numbers are growing month on month.

We would be delighted to update all of our YouTube descriptions with information of our Sourcewell partnership, should we be awarded.

Channel: Email Marketing

Tactic: We send out a bi-monthly update communication to end users and dealers (around 4K contacts in total). For every communication, we would include a Sourcewell feature- including benefits and logo. (See 'CBI April Bear Tracks Newsletter' attached).

Channel: Marketing Materials

Tactic: For the time that we would have the contract secured, we would update our marketing materials to include the Sourcewell logo.

Marketing materials to include:

- Product brochures
- Email signature

Channel: Digital Advertising

Tactic: Terex Environmental has a strong continuous digital marketing campaign across google search and display ads. When it comes to display ads, we would utilize the Sourcewell logo and co-brand our graphics- creating targeted awareness.

Channel: Tradeshows & Events

		<p>Tactic: Terex Environmental have confirmed attendance at the following shows for 2023:</p> <ul style="list-style-type: none"> <li>- COMPOST 2023- Dealer Co-op event</li> <li>- World Ag Expo 2023</li> <li>- Oregon Logging Conference 2023</li> <li>- ConExpo/Con-Agg 2023</li> <li>- Waste Expo 2023</li> <li>- Sierra Cascade Logging Conference- Dealer Co-op event</li> <li>- PA Timber Show State College- Dealer Co-op event</li> <li>- NEFP 2023 Bangor- Dealer Co-op event</li> <li>- Expo Richmond Richmond, VA Powerscreen Mid-Atlantic- Dealer Co-op event</li> <li>- Demo International Ontario, CA Frontline Machinery- Dealer Co-op event</li> <li>- Great Lakes Logging Expo Escanaba- Dealer Co-op event</li> <li>- Paul Bunyan Logging Show Washington- Dealer Co-op event</li> <li>- North Star Expo Grand Rapids- Dealer Co-op event</li> </ul> <p>We bring marketing materials to all of these shows. The Sourcewell logo will be included on the brochures brought to these tradeshow and we will also create a Sourcewell pull up banner to display on the stand and act as a point of information and conversation starter.</p> <p><b>Regional Marketing</b>          Not only would we be promoting the Sourcewell contract, but we would also work closely with our entire dealer network across North America to ensure the promotion of the Sourcewell contract is a major part of all their marketing plans.</p> <p>If we were to be successful with the Sourcewell contract, the following tactics will be forefront of our regional marketing plans with our distributors as part of our ongoing campaign to promote the contract.</p> <p><b>Geotargeting</b>          We will tailor PPC and social media ad campaigns to be region specific for each dealer. We will work with our dealers to understand their customers and potential customers.</p> <p><b>Geofencing</b>          Geofencing is a tactic that we have tested over the last few years which has proved to be a very successful. We will continue to test this tactic regionally across mulch and waste yards to target our customers specifically.</p> <p>The graphics for these ad campaigns will contain the Sourcewell logo.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned in the previous section, digital marketing is an integral part of our success as a brand. We focus heavily on our SEO rankings and are continuously finding ways to ensure we rank highly for our key products. In the last month, 47 of CBI's keywords ranked between #1-10- compare this to our closest competitors at 29, then 13, then 12. Also in the past month, our external links came in at 573K, compare this to our closest competitors at 14K, 63K and 4.5K.</p> <p>On the Ecotec website, 18 of our keywords ranked between #1-10, compare that to the Ecotec's closest competitors at 13, 1 &amp; 0. Ecotec's external links also sit very highly at 574K, compare this to our closest competitor at 28K, 2.5K &amp; 9.8K.          (See attached Monthly SEO Reports)</p> <p>These external links are considered extremely valuable, and some believe them to be the most important source of ranking power.</p> <p>As stated in the previous section, Geofencing is an activity that we tested last year and will be starting up again in Q2. We use geofencing to create a perimeter around mulch &amp; waste yards in order to target specific customers with information about our products and services.</p> <p>As stated in the previous section, social media is a significant part of our marketing strategy. We use it to attract customers, build brand loyalty and ultimately to increase our market reach. One of our monthly social activities is a 'Picture of the Month' competition-these posts are great for engagement and understanding our demographics and our position in the market</p>
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?	<p>If awarded the contract, we would expect to be visible and easy for our customers to find and verify via the Sourcewell website. In terms of our process, we would run a set of communications to ensure all of our dealers have been made aware of the Sourcewell contract. We would then ask each of our Sales representatives to go out and speak to our distributor network about the benefits of utilizing Sourcewell as a purchasing method. Going forward, all sales trainings and dealer summits will include a Sourcewell portion-once again highlighting the benefits of utilizing Sourcewell.</p>

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.	<p>Machines are not able to be purchased through an e-procurement system as they are very complex and require a very high level of understanding customer needs. A set up that may work for one customer may not meet the needs of another- that is why our sales personnel both internally and throughout our distribution network need to have a high level of understanding of our machines, the industry and our customers.</p> <p>However, parts can be acquired via e-commerce. The aftermarket parts department at TEE is one of the best support systems Terex has to offer. The dedicated parts/customer service email group and Terex help desk ticket system provide dealers and end users unparalleled timely communication on a wide variety of daily machine inquiries. Part identification, quoting, order processing/management, shipment expedite/tracking, international sales just to name a few</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Our distributors are all highly trained and would therefore be the first line of local training available. Training commences during equipment startup and commissioning free of charge for a period of 3-5 days. If the distributor requires factory help on the commission, that can be arranged at no extra cost.</p> <p>We also have other product specific training programs held throughout the year. These are generally service training sessions that are at no cost. For example, we have our annual Ecotec Service Training being held at the end of March 2023 (See attached announcement 'Ecotec Regional Service Training').</p> <p>Our online Distributor Portal also acts as a one-stop shop for all machine information, including hydraulic and electrical schematics, operations manuals, updates and service advisories, parts manuals, recommended parts lists, sales training and much more. This can be used on desktop and as an iOS and android app- so service technicians and salesmen can access the portal while on the go. (See attachment 'CBI Portal Users Guide as an example- Terex Ecotec also has one')</p>
41	Describe any technological advances that your proposed products or services offer.	<p>One of our most used features is our Telematics. Telematics gives us the ability to see engine, machine, or location data. This system also displays engine/machine alarms that we can use to aid in troubleshooting when necessary.</p> <p>Metal Detection System – This is a sensitivity adjustable metal detection system to aid in mitigation of catastrophic machine failures.</p> <p>Remote MD4 – For display in a loader cab, also can control machine using loader joysticks.</p> <p>Distributor Portal – As mentioned in the previous section, the dealer portal offers all the troubleshooting guides in one place. In essence, it has everything available to troubleshoot and repair equipment while also offering all maintenance task. Our distributors use our portal on a daily basis, multiple times a day.</p> <p>Parts Portal- Our parts portal offers online ordering of all available parts.</p> <p>Warranty System- Our online warranty system speeds up the warranty process and streamlines communication.</p> <p>Helpdesk- This is an important tool used to report problems which is then forwarded to our aftersales customer response team for immediate processing and cure.</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>CBI is focused on reducing waste and consuming less energy. We have replaced all lightning with LEDs, performed leak testing for our air compressor piping, and will be conducting a third-party energy audit in spring of 2023. A large-scale project is being worked on to replace our sand blasting system with a modern version that will recycle grit and reclaim thousands of tons of grit that would otherwise go in a landfill.</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>No formal eco-labels, ratings or certification received. 100% of CBI grinders are available in electric form. 60% of the Ecotec products are also available in various forms of electric and/or diesel/electric options.</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>No formal certifications but Women @ Terex is a corporate wide program to promote the hiring and retainment of women. Terex teams from around the world often celebrate IWD throughout the month of March, holding learning and networking events that are unique to each location.</p> <p>DE&amp;I initiatives are also abundant within CBI and Terex. With the celebration of Black History Month in February which also saw the inception of our DE&amp;I "I Will" wall.</p> <p>This year at CBI Newton, we decided to celebrate IWD by hosting a chili-cook off and donating all of the proceeds to Girls Inc, with Terex matching the money that was raised by team members., the nonprofit organization who focus on the development of young girls, supporting, mentoring and guiding them.</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?	<p>We offer a wide variety of machines suited to meet most every potential application within this RFP. This range of equipment coupled with our expansive distribution network boasts sales, service, and support that is unparalleled in our competitive environment. The commitment to R&amp;D is paramount to Terex's plans for growth in the environmental segment. This vision and plan ensure that customers will continue to be supported in tough environments while having access to cutting edge equipment.</p>

**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>See the attached warranty statement for the full official statement.</p> <p>Terex USA, LLC d/b/a Terex Environmental Equipment (hereafter referred to collectively as "Seller") warrants its new Equipment, to be free of defects in material or workmanship for a period of (i) 12 months from the date the Equipment is first placed into service, whether such Equipment is sold, rented (except for TAC and TSG Equipment) or leased or (ii) 2,000 hours of use, whichever first occurs, provided that in no event shall this warranty extend beyond a period of 24 months from the date of shipment from the factory; provided that (1) the Buyer or the end-user sends Seller written notice of the defect within sixty (60) days of its discovery and establishes to the Seller's satisfaction that: (i) the Equipment has been maintained and operated within the limits of rated and normal usage, and that there have been no alterations to it; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer or the end-user or any of their respective agents or employees or any person using it and (2) a new machine registration certificate or the commissioning documents have been completed, signed and delivered to Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect. For the purposes of this warranty, a demonstration of the Equipment in excess of 100 hours will constitute the place of the Equipment into service. Notwithstanding the foregoing, for TAC and TSG Equipment, if the Equipment is rented, the warranty period shall be ninety (90) days from the date the Equipment is first placed into service. Subject to the Buyer establishing that conditions (1)(i) and 1(ii) above have been met, Seller warrants all Critical Components (as defined herein) to be free, under normal use and service, of any defects in manufacture or materials for a period of: (1) twenty four (24) months from the date of commissioning, (2) 4000 hours of use, or (3) Thirty Six (36) months the date of shipment from the factory, whichever occurs first. For the purposes of this warranty, Critical Components shall mean:</p> <ul style="list-style-type: none"> <li>• TBG - Main Rotor &amp; Shaft, Grinder Chamber Body</li> <li>• TBC - Drum, main shaft and chipping chamber</li> <li>• TTS &amp; Phoenix - Screen weld assembly unless it is a wear part</li> <li>• TRS - Screen Box Welded Assembly, Screen Box Sub frame, Main Shaft</li> <li>• TAC - Drum &amp; main shaft assembly</li> </ul>



47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	See the attached warranty statement for the full official statement, as well as any answers heir in this table.  Due to the inherent violent nature of our equipment, our warranty covers manufacturing defects. Although we are reasonable in reviewing warranties, if the machine was broke due to a large piece of steel going into it, this would be an example of something that would not be covered. (General misuse or abuse)	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although not stated in the attached document, we do cover up to 10 hours of travel per warranty claim.	*
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?	None.	*
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?	See the attached warranty statement for the full official statement, as well as any answers heir in this table.  "Accessories, assemblies and components included in the Seller equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers."	*
51	What are your proposed exchange and return programs and policies?	Although not specifically stated in the attached document, and nothing formally in writing, if a part has re-sale value, we are always willing to exchange or return products on a case-by-case basis. Return of parts may come with a 25% restocking fee.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts may be available at the dealer level not at the OEM level at this time.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	This varies as it rests with requirements of the local distributor. Typically, the distributor will work with the customer to arrange suitable financing.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	These are generally available options but do vary on a regional basis.	*
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.	Again, this will vary as it will be the requirements of the local distributor. For our transactions with our distributors, we do have a proposal for each machine that they sign off on as well as our standard terms and conditions. See attached an example order form 'US-6800CT Order Form'.	*
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?	As we sell through distributors many payment types and methods are available. This is left up to the discretion of the distributor and in our day-to-day dealings with our distribution partners we have not come into a situation where a deal couldn't get finished as a result of payment terms.	*



**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.	Our pricing is on a model and option basis. The base model is selected, then options can be added/subtracted. Fairly standard options are magnets both cross belt and magnetic head pulley magnets. In addition, there are regularly engine package options that can be selected. These can vary by engine manufacturer and horsepower range. See attached our pricing list.
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.	The discount represented is an 8% discount from MSRP. Our most common model we expect to leverage from this program is our CBI 6800CT. The Sourcwell member savings are \$92,901 off MSRP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	We don't have a program for this category
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.	For nonstandard options we look at these on a case-by-case basis as they vary widely from one opportunity to the next.
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.	There are not any additional expenses or surprise fees. In coordination with our distributors, we propose the unit and provide complimentary onsite training.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is the only added expense. Upon finalizing the contract, we will identify where the machine will be shipping from and provide a quote to the participating entity and add to the final invoice. The entity may also choose to pick up or organize freight themselves which would lead to no additional fees.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Similar to above. These are services we deal with regularly and will work the entity to provide guidance and aid to secure end point freight where and as needed.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Many of our distributors have their own tractors & trailers. This advantage offers the Sourcwell entity a unique ability of a carrier to fully understand the complexities of moving the large and heavy equipment.

**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.	

**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.	For this particular RFP, the volumes aren't huge so auditing and tracking ensuring compliance is quite simple. We track all sales internally and thus any additional payments or receipts due. In terms of ensuring proper pricing, we work directly with the participating entity to ensure the model and option selections are correct then go directly to the pricing and ensure all matched up correctly. Upon any transaction from the contract, the sales will be noted and recorded internally for quarterly review and payment to Sourcewell the correct administrative fees.
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.	As we sell through distributors, we don't always know who buys the equipment from them. Quite simply, if we are paying Sourcewell administrative fees this would be seen as having success with the contract.
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.)	We are proposing a 2% administrative fee to Sourcewell. This would be 2% of the gross contract total.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Shredding Machines:</p> <p>TDS V20 TDS 820 TBG 630 TDS 820E TDS 825 TSS 390 TSS 390T</p> <p>Trommel Screens</p> <p>TTS 518 TTS 518T TTS 620 TTS 620T Phoenix 1600 Phoenix 1600T Phoenix 2100 Phoenix 3300</p> <p>Recycling Screens</p> <p>TRS 550</p> <p>Waste Handlers</p> <p>TWH 216 TWH 220 TWH 224 TWH 226 TWH 228 TWH 236 TWH 251</p> <p>Conveyors</p> <p>TSC 65T TSC 80T TSC 100T TRC 75 TFC 50 TFC 50L TFC 75 TFC 75L TFC 75 Orbital</p>

		<p>TFC 75L Orbital TFC 75 Organics TFC 75 Organics Orbital TSC 80</p> <p>Metal Separator TMS 320</p> <p>Horizontal Grinders 6800 Series 6400 Series 5800BT 5400 Series</p> <p>Industrial Wood Chippers ChipMax 484 Series 754 5400BT</p> <p>Flail Debarkers 604 Series 7544</p> <p>Grizzly Mill</p> <p>Screeners AirMax Material Density Separator</p> <p>Attachments Log and Stump Screws Ripper Tooth SS20 RR30</p> <p>Product overview brochures attached.</p>	
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>CBI line consists of upswing Horizontal Grinders, downswing Grinders and Wood Chippers, Drum Chippers, Flail Debarker, Disc Chippers, Stacking Conveyors (Product overview attached.)</p> <p>Ecotec line consists of Low, Medium &amp; High speed Shredders, Trommel Screens, Stacking Conveyors, and Recycling Screens. (Product overviews attached.)</p>	*

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

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

Line Item	Category or Type	Offered *	Comments
71	Tub grinders, horizontal grinders, enclosed grinders, and solid waste grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
72	Whole tree chippers and shredders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Stacking and separating conveyors	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Trommel screens	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Rubber tire shredding equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Compost turners	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Related equipment, accessories, supplies, technology, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed in Line Items 71 - 76 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>We offer a number of attachments for excavators, wheel loaders, and skidsteers that can prep material to a better and more suitable size for faster and more efficient processing.</p>

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
78	Describe any key designs, processes or innovations that promote or enhance the safety, reduce down-time and simplify the operation of your equipment.	CBI uses AR-rated material in areas of high wear, creating long part life and less downtime. Sensors around the machine can control the feeds to ensure throughput is sized correctly without overburdening the machine. Each machine can be fitted with a diesel or electric motor. All electrical components are rated for significant vibrations and weather, including electrical cables. The MDS system can be adjusted to detect tramp metal when hitting the mill. All adjustments are behind a user-defined locked screen. Everything needed to run the machine can be done on the Basic Run Screen. All functions, including the remote push buttons, are displayed using pictographs limiting language barriers. Dual Redundant emergency stops, including safety modules, remote control, and safety relays, to exceed industry standards. In addition, CBI controls engine shutdowns via J1939 for added redundancy.
79	Describe any service programs and products that are unique in the marketplace that you or your dealer network offer.	None at the Manufacturer level, dealers may have local programs available.
80	Describe the various types of configurations your equipment can be supplied in such as tracked, wheeled, electric, etc.	The machines can be configured in both diesel power and can be electric or a hybrid diesel/electric options. Our models are offered as standard on tracks, however wheel based chassis can also be provided if necessary

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 81. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## 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](#) - Sourcewell Pricelist 2023 -1.xlsx - Thursday March 09, 2023 13:42:41
  - [Financial Strength and Stability](#) - Company Information and Financial Strength- Table 2 (2).zip - Thursday March 09, 2023 14:09:13
  - [Marketing Plan/Samples](#) - Marketing Plan.zip - Thursday March 09, 2023 14:09:54
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - TEREX Environmental Equip Warranty USA -R3- 01122015.pdf - Thursday March 09, 2023 14:10:19
  - [Standard Transaction Document Samples](#) - US-6800CT Order Form - 2022 v7.xlsm - Thursday March 09, 2023 14:10:28
  - [Upload Additional Document](#) - Additional Documents.zip - Thursday March 09, 2023 14:26:07

## 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. - George Wilcox, Sales & Marketing Director , Terex USA LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		