



Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Crown Equipment Corporation, 44 South Washington St., New Bremen, OH 45869 (Supplier).

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

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

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

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances. In addition, Supplier's warranties as provided in the Proposal apply. Copies of these warranties will be provided to Participating Entities for each transaction. In instances where the Equipment, Products, and Services sold under this Contract are from other manufacturers, however, such Equipment, Products, and Services are instead covered by the manufacturer's standard published warranties. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in

the pricing quote to the applicable Participating Entity at the time of purchase.

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

Termination of an order may require payment for work in process.

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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent 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 Supplier's Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications, However, any obligation of Supplier to indemnify hereunder will not apply to the extent such claim, injury, death, or damage results from the negligence, willful misconduct, or violation of law of Sourcewell, the Participating Entity, or any other third party not under Supplier's control. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *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, including its 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 in accordance with the ISO CG 20 10 04 13 endorsement. 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

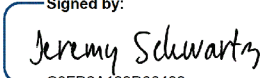
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract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

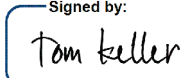
23. LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY ORDER OR RELATED MATERIALS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR 1) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF OR RELATING TO THIS CONTRACT, OR 2) FOR CLAIMS HEREUNDER EXCEEDING \$500,000 IN THE AGGREGATE (EXCLUDING CLAIMS FOR PAYMENT FOR PURCHASES). THE REMEDIES AND LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY TO ALL CLAIMS AND DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH CLAIMS AND/OR DAMAGES WERE FORESEEABLE.

Sourcewell

Crown Equipment Corporation

Signed by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
9/4/2024 | 4:03 PM CDT
Date: _____

Signed by:

ACFF16B3799B451...
By: _____
Tom Keller
Title: Senior Vice President-Global Accounts
9/4/2024 | 3:20 PM CDT
Date: _____

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

Vendor Details

Company Name: Crown Equipment Corporatin
Does your company conduct business under any other name? If yes, please state: Crown Lift Trucks
Address: 44 South Washington St.
New Bremen, OH 45869
Contact: Nathan Brewer
Email: nathan.brewer@crown.com
Phone: 419-629-2311 12753
HST#: 34-4412691

Submission Details

Created On: Wednesday April 17, 2024 07:42:46
Submitted On: Wednesday May 29, 2024 07:49:12
Submitted By: Thomas Keller
Email: tom.keller@crown.com
Transaction #: eefe1806-fb29-4daa-a392-7b65ff3a2aee
Submitter's IP Address: 206.51.157.133

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")	Crown Equipment Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	No subsidiary entities will be utilized.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	DBA: Crown Lift Trucks
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 1D3P6 SAM UEI: CDU5SCJP1LP5
5	Proposer Physical Address:	Crown Equipment Corporation 44 South Washing St. New Bremen, OH 45869
6	Proposer website address (or addresses):	www.crown.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tom Keller, Senior Vice President-Global Accounts 44 South Washington St. New Bremen, OH 45869 Email: Tom.keller@crown.com Phone: 419-629-2311 x 12048
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan Brewer, Manager-Government Sales 44 South Washington St. New Bremen, OH 45869, Email: nathan.brewer@crown.com Phone: 419-629-2311 x 12753
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Powers, Director - National Accounts 44 South Washington St. New Bremen, OH 45869 Email: aaron.powers@crown.com Phone: 419-629-2311 x 12506

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>Crown Equipment is a privately owned company headquartered in New Bremen, Ohio. Since 1945, Crown has grown from a one-room operation to one of the largest lift truck manufacturers in the world. Crown entered the material handling industry in 1960 and became the fastest-growing material handling company in its range of products.</p> <p>Today, Crown manufactures a full line-up of Class I through Class V material handling products; designs, manufactures, sells and supports its own fleet management solutions; offers allied lines consisting of racking, shelving, dock and door equipment, in-plant offices, etc.; offers warehouse solutions consulting as well as fleet management consulting services. Crown is a vertically integrated organization and manufactures up to 85% of the content of its lift trucks. As a sampling of Crown's vertical integration, Crown manufacturing facilities are responsible for producing electric motors, LPG engines, printed circuit boards, wire harnesses, masts, gears, etc. Crown designs, engineers, manufactures, services and supports material handling products. Product sales and service are supported by Crown's retail network of more than 500 factory-owned Branches and independent dealers in more than 80 countries.</p> <p>Crown's strategic direction is centered around technology; automation, connected solutions, and alternative power. This direction goes beyond the forklift and is focused on moving your organization forward. Crown's next generation of integrated technology offers new value by turning reactive operations into proactive ones.</p>	*
11	What are your company's expectations in the event of an award?	<p>Upon award Crown would immediately begin planning, strategizing, and ultimately implementing the Sourcewell contract within our robust branch and dealer network. This would be achieved with multiple internal departments including, but not limited to, government sales department, marketing, legal, and branch/dealer operations.</p> <p>Crown expects to add resources to properly launch, offer ongoing training, create marketing collateral/website/social media, maintain/adhere to the contract, and to monitor success. Crown would also utilize Sourcewell resources to work with our branch/dealer network to achieve a successful contract.</p> <p>Crown's expectations with this investment are that we would realize \$3 million dollars in sales in first year with a minimum of 25% increases each year thereafter.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Crown continues to be one of the largest lift truck manufacturers in the world with global revenue in excess of \$5 billion. The Company has grown steadily with organic, disciplined growth for the last several decades and experienced a revenue compound annual growth rate in excess of 8% over the last 30+ years. Recent audit reports consistently reflect positive working capital ratios and increasing retained earnings balances. The company has lines of credit and available capital totaling over \$200 million.	*
13	What is your US market share for the solutions that you are proposing?	As a privately held company, Crown does not disclose market share information. However, Crown's industry ranking is 4th largest forklift manufacturer in the world. Crown is also recognized domestically as the largest manufacturer of electric forklifts.	*
14	What is your Canadian market share for the solutions that you are proposing?	As a privately held company, Crown does not disclose market share information. However, Crown's industry ranking is 4th largest forklift manufacturer in the world.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Crown has never petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Crown can be described as a manufacturer, distributor, and service provider. Crown manufactures a full line-up of Class I through Class V material handling products. Crown's dealer network is comprised of wholly owned factory stores as well as independently owned dealers. Crown's wholly owned factory stores represent more than 65% of its retail network – known as Crown Lift Trucks.</p> <p>Where Crown is represented by an independent dealer, we have a contractual relationship that is renewed based upon the measured level of support delivered to our customer base within their area of prime responsibility. That contract sets guidelines as it relates to maintaining an effective service and support organization. Specifically, our dealers must staff a sufficient quantity of experienced and capable technicians, provide for routine training, and inventory repair parts in such reasonable variety and amount as to meet the service requirements of their territory.</p> <p>Crown routinely performs Integrity Service audits on our dealer network to ensure that the proper standards are being maintained. These audits include service response time, first-call-fix-ratios, off-shelf parts availability, and equipment uptime, among others.</p>	*

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.	<p>ISO 9001:2008 - US, Mexico and Germany</p> <p>Crown holds ISO 14001 certification:</p> <p>ISO 14001 – Crown Plant 7, New Bremen, Ohio</p> <p>ISO 14001 – Crown New Knoxville Plant, New Knoxville, Ohio</p> <p>ISO 14001 – Crown Minster Plant, Minster, Ohio</p> <p>In addition, Crown has earned three gold-level Encouraging Environmental Excellence (E3) Awards from the Ohio EPA for Crown's sustainability efforts within its manufacturing and assembly plants. Crown also has five facilities, including manufacturing and sales and service locations, that have achieved zero landfill status. C-TPAT Tier 2</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Crown has never had a suspension or debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Crown has received numerous awards ranging from design, environmental, employer and product over the past five years. As a sampling, please see the following.</p> <ul style="list-style-type: none"> • IFOY – International Forklift Truck of the Year Award 2024 SP1500 – Received for other products multiple times. • Crown was named to the Top 100 Supply Chain Projects List - Received multiple years. • Named a Top Green Provider by Food Logistics -Received multiple years. • FL100 Food Logistics list of the top 100 software and technology providers - Received multiple years. • SDCE Green Supply Chain Award - Received multiple years. • Crown's ESR 1000 Series reach truck earned a GOOD DESIGN Award from The Chicago Athenaeum: Museum of Architecture and Design and the European Centre for Architecture Art Design and Urban Studies • Crown was selected by Inbound Logistics as a Green Supply Chain Partner - Received multiple years. • Forbes 2023 America's Best-In-State Employers -Received multiple years. • Forbes America's Best Large Employers 2024 – Received multiple years. • Military Friendly Employer Designation 2024 – Received multiple years. <p>For additional listing of Crown's awards, visit https://www.crown.com/en-us/awards.html</p>
20	What percentage of your sales are to the governmental sector in the past three years	<p>We have historically netted less than 1% of our sales to governmental agencies. Crown is a high-quality premium product, and in many cases where the sole criteria is lowest price technically acceptable, as is the case with many sectors of the government, we will not experience success.</p> <p>With governmental customer's that have the flexibility to make long-term cost of ownership as part of their sourcing criteria, we have had a much higher success rate and regularly become the preferred supplier in their applications. For example, one of our largest government accounts has an exclusive agreement with Crown. We were awarded this business after they had worked with various other vendors with unsatisfactory results in quality and support. The results speak for themselves. Crown has been awarded their contract three additional times since inception.</p> <p>Additionally, our advancements in safety features have created opportunities even when price was initially the sole criteria. For example, a federal government agency now requires our RM MonoLift™ mast reach truck in all their facilities due to the unmatched all-around visibility it offers when compared to any competitor unit. Safety trumped price in their decision-making process.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>Crown does not track sales to the education sector but estimates it to be less than 0.01% of our global sales.</p> <p>Crown routinely receives requests from our retail network on whether we have a cooperative or state contract available. Their customers voice their frustration with contracting and their inability to get the quality product they need. This is part of the reason why we believe a Sourcewell contract is so vital to our mutual customers and our retail network.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Crown does not currently hold any state, provincial, or cooperative purchasing contracts directly.</p> <p>Currently there are third-party entities which have CMAS, TXMAS and Florida State contracts with Crown products. Since Crown does not hold these contracts, we are not notified when sales fall within them.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract: GSA contracts with Crown products are held by third-party vendors. Average of approximately \$3.5 million per year.</p> <p>DLA Troop Support Contract: Average of approximately \$1.22 million per year.</p> <p>Other Government Contract: Average of approximately \$3.82 million per year.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
As a condition of Crown's NDA and policies we do not disclose customer information.	As mentioned previously, Crown regularly receives requests for Sourcewell or other state contracts. If required, we may be able to facilitate a call with Sourcewell eligible entities.	N/A
N/A	N/A	N/A
N/A	N/A	N/A

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 *
NDA	Government	Texas - TX	Reach Trucks, Turret Trucks, Sit Down Electric, I/C Pneumatic, Pallet Trucks, Walkie Pallet Trucks, Batteries, Chargers. Misc.	\$ 5K to \$ 250K+	\$ 8.58 Million
NDA	Government	Pennsylvania - PA	I/C, Turret Trucks, Walkie Stackers, Pallet Trucks, Batteries, Chargers, Misc.	\$ 25K to \$ 250K+	\$ 3.65 Million
NDA	Government	Hawaii - HI	Reach Trucks, Batteries, Chargers	\$ 59K to \$ 250K+	\$ 2.1 Million
NDA	Government	District of Columbia - DC	Walkie Stackers, Reach, Sit Down Electric, WAV, Batteries, Chargers	\$ 5K To \$ 100K+	\$ 2.07 Million
NDA	Government	District of Columbia - DC	Walkie Stackers, Reach, Sit Down Electric, WAV, Batteries, Chargers	\$ 5K to \$ 100K+	\$ 1.1 Million

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>In the United States and Canada alone, Crown has an employee count of more than 16,000 and more than 190 branch and dealer retail locations. Crown's sales force has coverage throughout the US and Canada that is strategically located to best serve customers.</p> <p>Each Crown wholly owned branch location boasts 1 – 2 sales managers who are responsible for managing the activities in their local markets. Each sales manager is responsible for 6 – 9 salespeople who have a dedicated territory focused on sales support in that specific area.</p> <p>Crown utilizes our extensive resources to help manage sales activities within our retail network through regional sales managers, training (in-person and online), and other internal communication. Crown has it covered.</p>
27	Dealer network or other distribution methods.	Crown's independent dealer network in the United States and Canada consists of over 100 locations. Crown manages their activities and ensures our standards and practices are met through corporate, regional, and district managers.

28	Service force.	<p>Similarly, to our sales force, Crown's service force is represented in the more than 190 branch and dealer locations in the United States and Canada.</p> <p>Crown's wholly owned branch locations may include service managers, field service managers, account service representatives, parts managers, customer care representatives, dock and door technicians, lead technicians, and multiple service technicians.</p> <p>Crown strives to maintain measured response times of 4-hours or less which is accomplished in part by staffing an adequate level of skilled road technicians. Crown, once again, has it covered.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Crown plans on keeping the ordering process simple. Orders will be entered and handled by its dealer network but monitored by Crown's Corporate Headquarters.</p> <ul style="list-style-type: none"> • Crown will require a special discount code to access Sourcwell's contracted pricing when placing an order. <ul style="list-style-type: none"> o If branch/dealer is using an in-stock unit, a credit adjustment will be submitted for and applied in the same manner. • The discount code will require a signed customer purchase order with pricing and their original quote to ensure contractual adherence. • Once Crown has deemed that the pricing, terms, and specifications are correct, we will accept and process the order. • The local retail location will handle communication with the customer, delivery, and the preparation.
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>Crown offers a variety of service and parts programs to ensure customers receive maximum value for their investment and the lowest total cost of ownership. Long-term value increases when total cost of ownership is reduced. Crown's Integrity Parts and Service System is designed for the parts and the service that goes with them to work together to minimize cost of ownership over the life of the forklift leading to increased uptime and productivity. As part of Crown's Integrity Service, Key Performance Indicators and Assured Performance Measurements are tracked which include, but are not limited to:</p> <p>RESPONSE TIME Crown defines response time as the time from when the request is made for a repair, until the technician arrive at the customer's site. By tracking this key factor, we can focus on improving equipment uptime - Quick Response = Uptime.</p> <p>FIRST CALL FIX RATIO Crown defines first call fix ratio as the number of times the technicians fix our customer's trucks on the first visit out of the total number of technician service calls - this is based on service calls on Crown equipment and all makes of trucks. First visit implies no additional trips to pickup parts or access additional dealer support. This feature allows for maximum uptime by having technicians that are technically able to diagnose the problem, have the retailers support when needed and have the right part on their service van. Integrity Service Goal: 75%</p> <p>OFF SHELF AVAILABILITY Crown defines and calculates this percentage by comparing the parts requested against orders filled. Having parts on-hand when needed reduces freight expense and customer downtime. Integrity Service Goal: 95%</p> <p>PM COMPLETION The PM process of inspection, lubrication, and adjustment at the recommended intervals is key to limiting breakdown repairs. Having a high percentage assures the customers that we can handle their business. It also provides the customers a program for maximum uptime. Integrity Service Goal: 100%</p> <p>TECHNICIAN TRAINING With the evolution of new technology being utilized in newer trucks, it is imperative to keep the service technicians up to date on latest repair procedures and troubleshooting. By having higher skilled technicians, the customer will realize quicker repair times. Integrity Service Goal: minimum 40 Hours per Tech per Year</p>

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Crown's extensive retail network covers the entirety of the United States including Alaska and Hawaii. In the United States alone, there are over 160 retail locations.</p> <p>Crown is fully committed to offering Sourcewell to any eligible entity and realizes the numerous benefits for the customer, dealer network, and Crown.</p> <ul style="list-style-type: none"> • Ease of procurement for eligible entities. • Majority of contractual guidelines would already be in place to streamline amount of time spent with legal. • With our pricing model, the specifications and expectations are clear for the customer, dealer, and Crown. • The sheer number of requests that we have already received inquiring about a Sourcewell contract leads Crown to believe that this would have an immediate impact on our customers and dealer network. • This is truly a win-win proposition for our retail network, customers, and Crown. 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>As in the United States, Crown is fully capable of providing its products and services to Sourcewell entities throughout Canada thanks to our extensive dealer network. In Canada we have 10 independent dealer locations and 14 company-owned branch locations to service our customers.</p> <p>While we have not experienced the same demand for Sourcewell in Canada as we have had in the United States, the other numerous benefits mentioned previously still apply.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We can service all geographic areas of Canada and the United States.	*
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?	Crown is not aware of any sectors that we will not be serving through this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Shipping of batteries and other hazardous materials can be of concern when going overseas and add costs. This may also require the use of government or third-party freight forwarders.</p> <p>In the US Territories of American Samoa and Northern Mariana Islands, Crown does not currently have a servicing dealer. Warranty could not be honored, and we would recommend that we do not offer equipment due to lack of support.</p>	*

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>Crown would begin by utilizing its robust training department to create training materials for its retail network. Training would be supplemented with digital marketing materials and tactics, such as emails, social media, posts, etc., to be utilized when selling to eligible entities.</p> <p>Crown envisions the development of specific crown.com landing pages supporting the Sourcewell contract. In addition, Crown offers online purchase capability for its customers through https://shop.crown.com/crown/en/ and would investigate adding the ability for Sourcewell clients to purchase available materials via this platform.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Crown is a leader in its industry in the use of digital marketing tactics. The company was one of the first to develop a social media presence and actively utilizes nearly 50 social media accounts worldwide in its organic social media programs. In addition, Crown is active in conducting paid social media advertising campaigns. Both its organic and paid social media programs include a robust analytics component to measure engagement and effectiveness.</p> <p>Crown maintains 35 versions of its crown.com website globally, with local language versions provided in key locations around the globe. The company maintains active search engine optimization (SEO) and search engine marketing (SEM) programs to help ensure that Crown content is ranked high in search engine results. Webpage content and metadata are optimized to enhance customers' ability to locate the information they need. Crown can evaluate keywords and terms provided by Sourcewell to determine how they might be incorporated into its SEO and SEM programs.</p> <p>Crown marketing collateral is made available electronically via crown.com. Special crown.com landing pages are also created for specific marketing campaigns, especially those targeting specific products or customer types. The website also includes a Live Chat feature to encourage visitors to interact. Live Chats sessions are handled in-person by dedicated staff in our Customer Experience Center.</p> <p>The crown.com website also includes the Crown Blog, which contains a variety of content to engage with customers and help them learn about the products and technologies that can help them operate more effectively. Individual Crown Blog entries are promoted via organic and paid social media campaigns to help extend their reach.</p> <p>Crown marketing also includes a dedicated analytics department to provide reporting on the effectiveness of its online content and campaigns. The department produces and variety of recurring and custom reports to ensure that the company's digital tactics are effectively reaching their target audiences.</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>By providing training and marketing materials supporting the Sourcewell contract to Crown's retail network, which interfaces directly with potential customers, we will enable the retail network to fully integrate the contract into Crown's standard sales process. The potential addition of an online purchase capability for Sourcewell customers will further integrate the contract into Crown's standard sales processes.</p> <p>We believe that support from Sourcewell will be very important to our success. We hope to gain a wealth of knowledge on how to effectively serve Sourcewell clients. Ongoing support from Sourcewell will be key to continued mutual success.</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>Crown currently offers customers the ability for customers to purchase online through https://shop.crown.com/crown/en/. This platform enables customers to create personal profiles. In theory, current government and education customers can purchase products through this portal using a credit card, but it currently cannot process tax exempt purchases. However, if awarded the Sourcewell contract, Crown will investigate adding the capability for Sourcewell customers to purchase through this platform.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Crown offers award-winning training options for service and operators. These optional sessions would be quoted and fulfilled at the dealer/branch level. Pricing is dependent on the number of people and location. All training offered by Crown Branch locations is delivered by Crown Certified Trainers. Training can be catered to each customer's individual needs. Following is a sample of the options.</p> <ul style="list-style-type: none"> • Forklift Operator Training Crown's network of trained instructors offers full-service Demonstrated Performance (DP) MoveSafe Train-the-Operator programs. Conducted at your site, these highly trained instructor-led sessions present powered industrial lift truck safety information with clear, understandable and highly visual presentations. Hands-on time is structured to assure operators are trained not only in lift truck operation and task performance, but in safe operating habits and practices as well. These are crucial in effective operator training. • Model-Specific, Web-Based Training Combine a learning management system and the streaming capability of our wide range of model specific MoveSafe Operator Training options to empower your operators. Streaming enables them to complete training at a pace consistent with their individual knowledge and experience, allowing both operators and trainers to train more efficiently. • Pedestrian Safety Training Safety training for pedestrians is an important piece of a comprehensive lift truck safety program for employees and for visitors to your facilities. Crown offers comprehensive pedestrian training including two online resources you can incorporate into your own employee orientation and visitor programs. • Supervisor Training Supervisors of lift truck operators play a critical role in reinforcing the safe operating skills and habits taught during operator training sessions. Crown offers the award-winning DP LeadSafe Train-the-Supervisor program to demonstrate how to effectively supervise lift truck operators and reinforce safe operating habits. • Training for the Trainer Crown's DP TrainSafe Train-the-Trainer program uses the award winning, hands-on, Demonstrated Performance approach to deliver comprehensive operator train-the-trainer programming. Participants in the two-day Train-the-Trainer program will learn and practice implementing Crown's MoveSafe operator training programs, 11 step hands-on training and safe skill and habit development process. Participants are provided the training needed to conduct these workshops, as well as three-year re-evaluations, safety refreshers (workshops), warehouse inspections and much more. • Forklift Service Technician Training Our award-winning Demonstrated Performance Service Training workshops give service technicians the Crown-specific skills and knowledge they need to keep a fleet up and running. Since many technicians are hands-on learners, they're more likely to retain information learned through first-hand experience than material presented in a lecture. Crown's DP Service Technician Training goes above and beyond traditional classroom training, allowing participants to work on lift trucks with instructor supervision. Technicians can move at their own pace and focus on the particular tasks and skill groups that best serve their organization's needs. Demonstrated Performance workshops are customizable to the needs of each technician. They'll only spend time on what they need to learn, and only work on lift trucks that apply to them.
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<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Crown offers many advancements in our product lines. Examples may include comfort, safety, technology, and enhanced quality improvements.</p> <ul style="list-style-type: none"> • Access 123 Operating System - The majority of our products include our Access 123 operating system, which allow for customizable performance settings and onboard diagnostics. • Gena® Operating System Display – A 7” touchscreen available on some units <ul style="list-style-type: none"> o Includes customizable widgets displaying key performance metrics-Such as load weight, operating time, and battery charge at a glance. o Dynamic Coaching - This gives interactive performance and safety feedback to the operator in real time. It promotes ongoing training and safety awareness. o Multiple languages support. o Capacity limit alerts o Simplified InfoLink® operator and fleet management integration o Service simplicity – Step-by step calibration, easy to adjust settings, wireless operating system updates. • InfoLink® Operator and Fleet Management – Impact Sensors and Alerts, Inspection Checklists, Safety Reminders, Operator Certification Reminders, Productivity Metrics – Visit https://www.crown.com/en-us/fleet-management/infolink.html • V-Force® Batteries & Chargers <ul style="list-style-type: none"> o Lithium-Ion Batteries– Available on most electric units. Intelligent battery management system extends life by preventing operation outside of warranted conditions. Full integration into Crown lift trucks, with a lateral charge port for easy access and charging. Works in conjunction with the lift truck’s operating system, utilizing the lift truck’s on-board display to show discharge levels and event codes. o Lead-Acid Batteries – Available on most electric units. o Modular High Frequency Multi-Voltage Chargers <ul style="list-style-type: none"> Flexibility for lead-acid or lithium-ion Charge multiple voltages with one charger Compact and lightweight o All V-Force® products are backed by Crown’s extensive service and support. Warranty is handled by Crown, not third parties. Visit https://www.crown.com/en-us/v-force-energy-solutions.html for additional information. • Many products also include e-GEN® braking which returns power back to the battery and virtually eliminates brake maintenance. • On-Trac® - traction control is also standard on many lift trucks. This system reduces tire wear and spin and lengthens drive tire life. • Intrinsic Stability System® – Designed to address potential causes of unstable conditions. Standard on many lift trucks. <ul style="list-style-type: none"> o System Controlled Hydraulic Speeds o Travel Speed Control o Tilt Interlock o Cornering Speed Control o Ramp Speed Control o Hill Hold o Counterweight • Work Assist® Accessories – Crown offers many integrated truck solutions that are designed to make the operator’s job faster, easier, and more productive. Items such as storage pockets, shrink wrap holders, mounting brackets etc. Visit https://shop.crown.com/crown/en/Forklift-Parts-And-Accessories/Work-Assist/c/work_assist • Crown manufactured electric motors and engines are specific to the material handling industry. Many competitors use engines derived from the auto or other industries. • Entry Bar® and two presence pedals on stand-up units promotes safety by disabling travel if the operator places their foot outside the compartment. • FlexRide™ Floorboard – Offers shock and vibration protection beyond typical self-adjusting floor. • MonoLift® and MonoMast® mast designs on the RM and TSP series offers best-in-class visibility, stability, and capacity at height. • Operator Assist Options: <ul style="list-style-type: none"> o DualMode o QPR (QuickPick®) Order Picking Technology o APS (Auto Positioning Assist) o Visit: https://www.crown.com/en-us/automation.html <p>This list is not all-inclusive of our technological advances. Crown is tirelessly developing, investing, and testing new features and technologies to enhance our customer’s experience with safety, productivity, and reliability.</p>
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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.	<ul style="list-style-type: none"> • Crown has a Global management system that includes ISO 9001, 45001 and 14001. Crown is in initial stages of adding ISO 50001 (energy standard) to this system – National Quality Assurance Global Certification Body • Six zero-waste-to-landfill facilities – EPA • Crown has identified all Scope 1 and 2 Greenhouse Gas emissions for all North American manufacturing facilities. In 2024, Crown is working to identify all Greenhouse Gas Emissions for the entire company including Scope 1, 2 and 3. Identification has been accomplished by using emission factors from EPA's AP-42, Compilation of Air Pollutant Emission Factors, Chapter 1, Section 4 for natural gas-fired external combustion sources. • Crown has hired a Director of Sustainability to manage all sustainability direction for the company. • Crown is replacing lead-acid batteries with lithium-ion batteries in its own lift truck fleet. • Crown has a recycling program for Mexico skids that is anticipated to generate over \$77,000 in savings. • We use low global warming potential (GWP) refrigerant in our AC units throughout Crown facilities – the refrigerant is 410A. • Crown is using solar panels at our Mexico and China facilities. • Crown has replaced the majority of metal-halide lighting with LED lighting in their manufacturing facilities which has generated a huge amount of energy savings. • More than 570,000 square meters of brownfield space redeveloped 	*
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.	<ul style="list-style-type: none"> • The Ohio EPA has recognized Crown as a three-time recipient of the Environmental Excellence gold-level award in Ohio. • Crown submits to the Ecovadis Platform annually. • We purchase SFI Certified Sourced copy and print paper. • Crown is identifying life cycle analysis of several processes within our facilities (wire harness assembly, stator mfg, engine building as examples) and then evaluating the environmental impacts that are generated from these processes. This identification process is part of each plants' objectives and targets to support their ISO 14001 obligations. • Crown's Encore Certified Renewed Forklift program and our Renewed Components program allows us to recycle 99% of the forklifts and parts in the program. 	*
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>Crown Equipment is a large business. We work with suppliers that are certified in the below categories:</p> <ul style="list-style-type: none"> • 28 Certified Small Businesses • 8 Certified Minority Owned • 20 Certified Woman Owned • 3 Certified Veteran Owned 	*
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>One of the most unique features of Crown is that we are a privately held US owned and operated company. Most other companies in the material handling market are publicly traded companies that answer to the stockholders and/or foreign owned.</p> <p>Being privately held has given us stability and the flexibility to make decisions based upon our customer's needs versus always considering the bottom line. For example, most, if not all, MHE providers use plastics throughout their forklifts where it may not always be practical in rough material handling environments. Crown made the decision that steel power unit doors and castings for control handles will be better suited for longevity for our customers. It costs more, but the customer can rest assured that their equipment will be up to the task for years to come.</p> <p>Crown is vertically integrated in the manufacture of our products. This means we manufacture up to 85% of the components in our forklifts. This corresponds to better quality control by allowing us to quickly identify and address concerns as they come up. This includes labor, burden, and process costs at the factory level. This advantage became even more evident during the COVID pandemic when many other manufacturers were unable to source parts due to overseas production interruptions.</p> <p>In addition, more than 65% of our distribution channel is Crown-owned, allowing Crown the ability to control costs at the retail level. The advantage of this, collectively, is Crown's ability to deliver high quality in the form of both products and services at very competitive prices on a global scale. It also ensures that parts are readily available.</p> <p>Crown employees live and work in many of the same areas that Sourcewell's participating entities operate in and serve. This coupled with the quality, safety, and technological advantages of our products make Crown an ideal partner.</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>Crown offers a variety of standard and supplemental warranties covering our wide range of products.</p> <p>Crown's standard one-year warranty covers most of our products offered against defects in material and workmanship under normal and proper usage to the original purchaser. Highlights are as follows.</p> <ul style="list-style-type: none"> • Wearable items such as wheels, tires, and light bulbs are covered for 90 days. • Crown shall provide both the labor and parts required to repair. • Batteries, chargers, and attachments not manufactured by Crown will not be covered and may have their own respective manufacturer warranty. • PTH manual pallet jack is not included and has its own warranty. • CB, CD, CG, CGC and CD are not included and have their own warranty. • See document Warranty Statements Page 1. <p>Crown's CB/CD/CG/CGC product warranty covers these products against defects in material and workmanship under normal and proper usage to the original purchaser. Highlights are as follows:</p> <ul style="list-style-type: none"> • Standard Warranty Period of 12 Months or 2,000 Hours of use. • Drive Train Warranty Period of 24 Months or 4,000 Hours of use. • Oil Cooled Disc Brake Warranty: 60 Months or 10,000 Hours of use. • The battery and third party attachments will not be covered and may have their own respective manufacturer warranty. • See Warranty Statements Page 2. <p>Crown's PTH manual pallet jack has its own warranty which shall remain in effect for 6 months after delivery to the original purchaser.</p> <ul style="list-style-type: none"> • This includes parts and labor for the first 3 months and parts only during the last 3 months. • See Warranty Statements Page 3. <p>Crown also offers multiple supplementary warranties including but not limited to the following.</p> <ul style="list-style-type: none"> • e-GEN Braking System – For Crown models equipped with e-GEN braking system for 2 years or 4000 hours parts and labor. See Warranty Statements Page 4. • Access 123 Modules – For Crown models equipped with Access 123 for 3 years or 6000 hours, parts and labor first year and parts only years two and three. See Warranty Statements Page 5. • C-5 Product Warranty – Includes warranties on specific parts from 1 to 5 years with varying hour limitations on items covered with parts. See Warranty Statements Page 6. • Supplemental Power Unit/Fork Weldment Guarantee for WP – Covers parts and labor for one year, and weldment coverage for years two through five. See Warranty Statements Page 7.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Our standard 1-year warranty offered on most products does not include an hour limitation. The warranty documentation does indicate conditions when it would not be covered. Typically abuse, wearable items, not performing recommended maintenance etc. I have included our standard warranty in the solicitation.</p> <p>As described in question 47, the CB/CG/CD/CGC, PTH and other supplemental warranties do have hour limitations which are listed above and on the included attachment.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>The applicable warranties will cover the Crown authorized branch/dealer for one round trip of travel if a valid claim and within the warranty period. If additional trips are deemed necessary, we have an internal process to approve if necessary and valid.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Crown is not aware of any geographic areas that we may not be able to service in the US and Canada. There may be conditions where an entity may have heightened security restrictions to access the facility, or other out of the normal scope of business conditions that may need to be handled on a case-by-case basis.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Warranties from other manufacturers of items such as third-party attachments will be covered under their warranty and servicing dealers. In some circumstances that may be our branch or dealer. We will assist and guide the customer to the right supplier if not Crown.</p>

51	What are your proposed exchange and return programs and policies?	<p>Situations that require a return are extremely rare and occur much less than 1% of the time. Crown does not typically allow returns, but these can be handled on a case-by-case basis depending upon the criteria that initiated the need.</p> <p>Exchanges are also extremely rare. These situations will also be handled on a case-by-case basis and may be considered but it may be based upon trade in value of the item and not purchase price.</p> <p>In either a return or exchange scenario, Crown will in good faith consider all factors before arriving at a decision. Our mutual customer's satisfaction is very important, and we do not take that lightly.</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>Crown dealers and branches offer a variety of service options that cater to our customer's needs. They include, but are not limited to, the following.</p> <p>Time and Material This is ideal for customers that prefer to manage their own repairs. The customer would be responsible for ensuring planned and other needed maintenance is performed. Our dealer/branch would be utilized at time and material if needed and billed when service is rendered.</p> <p>Planned Maintenance Program This program covers all the essentials and the basic maintenance that should be performed to help ensure that a lift truck's functions and features operate as intended. When our dealer/branch perform this regular interval maintenance, any items outside of the planned maintenance program would be quoted and billed at time of needed repair.</p> <p>Full Maintenance Program Crown's Full Maintenance program covers both planned and routine maintenance for the customer's peace of mind. It covers all unscheduled maintenance, repairs due to normal truck operation, and planned maintenance. It does not cover wearable items or abuse. Those items would be billed separately when needed.</p> <p>Complete Maintenance Program Covers all planned and routine maintenance, repairs due to normal truck operation, misuse and abuse up to \$500 or less per incident, and wearable items. This is the most complete maintenance option.</p> <p>All the maintenance options can have the battery and charger maintenance optioned out with them.</p> <p>The maintenance program pricing may be dependent upon region and hour usage. These would be quoted as a line-item option to the customer at time of quote.</p> <p>Please visit https://www.crown.com/en-us/service-parts/integrity-service.html for additional information.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>Crown's standard payment terms are Net 10. For Sourcewell's participating entities we will be offering extended payment terms of Net 30.</p> <p>Payment methods accepted by our dealers/branches may include ACH, P-card (additional charges may apply), checks, money orders, and possibly cash for smaller orders such as parts.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Crown Equipment Corporation has internal and external funding sources through partnership agreements. Crown Credit Company provides financing for short and long-term leasing options. Additionally, Crown's worldwide operating companies have regional and local financing sources.</p> <p>Crown does offer a program to purchase and lease back new and existing equipment. This program can include maintenance. This type of arrangement is predicated upon replacing equipment with Crown supplied equipment.</p> <p>Independent dealers may have their own leasing and financing options that can include third party funding sources.</p> <p>In the event of a finance or lease option, Crown will review the documentation to ensure that the rates were based upon the discounted price.</p>
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.	<p>Crown will be including our standard terms and conditions to our proposal. Please reference FORM_OF04859_Terms and Conditions of Sale (Rev. 05-22).pdf.</p> <p>When independent dealers are involved, they may include their own terms and conditions which will be included when quoting participating entities.</p> <p>Additionally, branch and independent dealer locations may include additional terms and conditions regarding items such as service agreements, leasing, and financing which may come from third parties. These would be included when quoting.</p>
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?	<p>Crown's wholly owned branch network will be able to accept P-card and currently the fee of using this service is 2.5% where local laws and regulations permit it. This fee is subject to change.</p> <p>The majority of Crown's independent dealer network will be able to accept a P-card payment. The fee for procurements through independent dealers may range from 0-4%.</p>

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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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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 Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Crown desired to differentiate ourselves while adding the most value possible to Sourcewell and their participating entities. To achieve this, we began by determining the most common specifications/options for each model in Class I-V products that we currently offer. We then used that as a basis for what we would offer on our submission. Depending upon model, this may include truck, normally optional items, a battery, charger, and basic dealer prep.</p> <p>With this approach we were able to offer a unique real-world unit to Sourcewell participating entities with deep additional savings of upwards of 30%. This was achieved in part due to the common specifications and parts that we regularly offer.</p> <p>This pricing model also ensures that the Sourcewell participating entities can easily identify all items included in their contract price with no surprises. It also gives Crown the flexibility to potentially offer online purchasing options for Sourcewell participating entities and to have specific marketing collateral.</p> <p>Please see attached document "Price Structure – Sourcewell 2024" which indicates the additional savings off standard pricing offered to Sourcewell.</p>	*
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.	Crown has offered additional savings from standard discounted pricing which ranges from 4% to 30%.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Crown is offering very aggressive discounting in our proposed pricing strategy with the anticipation of considerable overall volume with a Sourcewell contract. However, with the knowledge that we can always offer lower pricing to Sourcewell participating entities, we will consider additional individual order volume discounts when reasonable with our dealers and branches.	*
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.	Any "open market" items not included in this proposal, will be listed as line item(s) by the branch or dealer at time of quotation.	*
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.	<p>Our pricing matrix includes a standard pre-delivery inspection and basic installation. This may assume that equipment be furnished by the entity's site for assembly (standing up a unit, installing a battery) when needed and that there are no abnormal conditions for setting up the equipment.</p> <p>Although rare, installation may have additional cost if the entity does not have equipment available to assist, in which case we may have to rent a crane, forklift, or other equipment. Another example, if a customer has unusual conditions to get the unit into the facility such as extremely low door heights or tight dock conditions, there may also be additional costs. This is not all inclusive of possible scenarios that may require additional installation costs.</p> <p>Any costs outside of the normal pre-delivery inspection and installation process will be quoted as a line item to the customer by the branch/dealer.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Delivery is an additional cost to the Sourcewell participating entity that will be quoted by the branch or dealer.</p> <p>Crown utilizes many carriers and logistics companies to ensure our customers gets the best price possible for freight. Freight may go direct to the customer's site if they have a full dock that a semi-truck and trailer could utilize, or it may first go to the branch/dealer location and then delivered on a rollback or similar truck.</p> <p>A Sourcewell participating entity may also have the option to arrange their own freight from our factory locations at no charge; provided the carrier meets certain requirements</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Crown and our respective dealers have freight forwarders that we work with regularly that handle Alaska, Hawaii, and Canada. Some participating entities may choose to use their own freight forwarders and that can be accommodated as well. These costs will be quoted to the customer as line items.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Crown regularly has freight going throughout the US and Canada. We consolidate many of these loads at our factories and ship them to regional facilities. We also utilize rail for many west coast consolidated loads. This saves money on freight for Crown and the customer.</p> <p>Thanks to our extensive dealer/branch network, we can also drop ship products to customers that may not have a dock available.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	<p>As described in Table 11 and Table 12, Crown has taken close consideration to create a unique packaged product that will meet the needs of the most users. This allowed us to offer deeper discounts than what is typical due to the commonality of specs and parts being used. This approach enables flexibility if needed, but by design ensures an easy to understand and maintain pricing guide for the participating entities and Crown dealers/branches.</p>

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.	<p>Crown plans to ensure dealer/branch adherence of the contract by using our internal systems. To ensure compliance, Crown will be paying the administrative fee from our corporate headquarters. In order to obtain the special pricing we have offered, dealers/branches will have to input the correct discount code when entering the order. This will require a quote, and a signed purchase order from the customer. We will review the order to ensure it is placed with the correct pricing and contractual terms prior to acceptance. This will allow us to quickly view all Sourcewell orders via a system generated report.</p> <p>Previously mentioned training will also be used to ensure the dealers/branches are utilizing and adhering to the contract. Dealers and branches may also be required to complete quarterly reports indicating sales to Sourcewell participating entities to check any discrepancies with our system.</p> <p>There will be no penalty or disadvantage for the dealer/branch to report Sourcewell sales since Crown headquarters is paying the administrative fee. Any orders discovered that did not follow the contract or pricing will be addressed and corrected.</p> <p>Crown also requires the name of a customer to place an order in our system or to register a user for warranty. Crown plans on reviewing order and warranty records as another way of determining compliance and auditing. This will be used for educational purposes as well. For example, if a dealer sold a unit to a local school entity but did not utilize Sourcewell it will be a chance to inform them of the benefits of using the contract in the future.</p>
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.	<p>Crown plans to begin by developing primary objectives to formulate a KPI. This will serve as the basis to create quantifiable metrics to gauge success. This may include, but may not be limited to:</p> <ul style="list-style-type: none"> • Monthly, Quarterly, and Annual Reports. • Reports may include specific products, regions, and individual dealers/branches/salesperson. • Relevant information from reports may be shared with various departments such as regional sales managers, upper management, dealers/branches, marketing, and training. • The Government Sales Department will act as a project manager to help interpret and guide efforts of each area to achieve Crown's strategic objectives. • This will help each area understand resource allocation for marketing efforts and training by highlighting success and underperformance. • Additionally, surveys may be utilized and sent to our dealers/branches. This may assist in determining future additions to the contract, overall knowledge/adoption/training, marketing success/failures, and general feedback.
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.)	<p>Crown will offer 1.5% of the purchase price less freight, taxes (as applicable), and additional items not covered by the contract.</p>

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>Crown has offered Class I, II, III, IV and V products in our proposal. This includes, manual pallet jacks, walkie and rider pallet trucks, tow tractors, walkie stackers, order pickers, turret trucks, reach trucks, deep reach trucks, and cushion/pneumatic forklifts. Electric, propane and diesel options are offered. Capacities ranging from 2,000 lb to 36,000 lb are represented.</p> <p>Crown can also offer additional services and products including, but not limited to:</p> <ol style="list-style-type: none"> 1. Operator and Fleet Management Service – InfoLink®: Visit https://www.crown.com/en-us/fleet-management/infolink.html 2. Lithium-Ion Battery & Charger Solutions – Visit https://www.crown.com/en-us/batteries-and-chargers/lithium-ion-battery.html 3. Site Surveys (Typically No Charge) 4. Fuel Cell Options 5. Battery and Charger Tracking – Visit https://www.crown.com/en-us/v-force-energy-solutions.html 6. Maintenance Options – Visit https://www.crown.com/en-us/service-parts/integrity-service.html 7. Operator and Technician Training Options – Visit https://www.crown.com/en-us/safety-training.html 8. FleetSTATS® Fleet Management System – Visit https://www.crown.com/en-us/fleet-management/fleetstats.html 9. Semi and Fully Automated Products <ol style="list-style-type: none"> a. Dual-Mode (Fully Automated or Operator Ran): Visit https://www.crown.com/en-us/automation/dualmode.html b. QuickPick Rapid: Visit https://www.crown.com/en-us/forklifts/quickpick-order-picker.html c. APS for Turret (Auto Positioning System): Visit https://www.crown.com/en-us/forklifts/man-up-order-pickers/tsp-turret-stockpicker.html 10. Future Technologies – Crown is always developing and testing technologies that will be available soon to complement our offering to Sourcwell. 11. Crown is in the final stages of releasing a 5K-6K pneumatic electric unit and additional diesel units up to 55K capacity. Crown plans on updating Sourcwell to add these if awarded.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The subcategories offered are as follows.</p> <ul style="list-style-type: none"> • Class I: Stand-Up Counterbalance, Sit Down Counterbalance (3 and 4-Wheel Options), Cushion and Pneumatic Tire. • Class II: Narrow Aisle, Moving Mast Sit-Down Reach Truck, Stand-Up Rider Reach Truck, Double Deep Reach Truck, High-Level Order Picker, Very Narrow Aisle Turret Truck. • Class III: Low-Level Order Picker, Order Picker with Auxiliary Mast, Center-Control Pallet Truck, Walkie Rider Pallet Truck, Rider Pallet Truck, Tow Tractor, Fork Over Pallet Stacker, Walkie Straddle Stacker, Walkie Reach Stacker, Walkie Counterbalanced Stacker, Electric Pallet Jack, Work Assist Vehicle. • Class IV: Small, Mid and Large Capacity Internal Combustion, Propane, Cushion Tire, Box Car Special. • Class V: Small, Mid and Large Capacity Internal Combustion, Propane or Diesel, Pneumatic Tire.

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	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	CB – 8,000 to 10,000 lb Sit-Down Counterbalance FC – 4,000 to 6,500 lb 4-Wheel, Sit-Down Counterbalance RC – 3,000 to 4,000 lb Stand-Up Counterbalance SC – 3,000 to 4,000 lb 3-Wheel, Sit-Down Counterbalance SCF – 3,500 to 4,300 lb 4-Wheel, Sit-Down Counterbalance

72	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	ESR – 3,000 to 4,500 lb Sit-Down Reach Truck RR – 3,500 to 4,500 lb Stand-Up Reach Truck RD – 3,200 lb Stand-Up Double Reach Truck RM – 4,500 lb MonoLift Mast Reach Truck RMD – 4,500 lb MonoLift Mast Double Reach Truck SP – 1,500 to 3,000 lb High-Level Order Picker TSP – 3,300 Very Narrow Aisle Turret Truck	*
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	ES – 3,500 lb Fork Over Pallet Stacker GPC – 6,000 lb Low-Level Order Picker M – 2,000 lb Walkie Stacker MPC – 2,600 lb Order Picker with Mast PC – 6,000 and 8,000 lb Center-Control Pallet Truck PE – 6,000 and 8,000 lb Walkie Rider Pallet Truck PR – 6,000 & 8,000 lb Rider Pallet Truck PW – 6,000 and 8,000 lb Heavy-Duty Walkie Pallet jack RT – 4,500 lb Rider Pallet Truck TR – 10,000 lb Tow Tractor SH – 4,000 lb Heavy Duty Walkie Straddle Stacker SHC – 2,500 to 4,000 lb Heavy Duty Counterbalance Walkie Stacker SHR – 2,500 to 3,500 lb Heavy Duty Walkie Straddle Reach Stacker ST – 2,500 lb Walkie Straddle Stacker SX – 3,000 & 4,000 lb Walkie Straddle Stacker WP - 4,500 lb Electric Pallet Jack WAV – 200 lb Man Up Work Assist Vehicle	*
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	C5C – 4,000 to 6,500 lb Internal Combustion Cushion Tire LPG Forklift CGC – 3,000 to 4,000 & 8,000 to 12,000 lb Internal Combustion Cushion Tire Forklift	*
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	C5P – 4,000 to 6,500 lb Internal Combustion Pneumatic Tire LPG Forklift CGP – 3,000 to 4,000 & 8,000 to 15,500 lb Internal Combustion Pneumatic Tire Forklift C5D – 5,000 & 6,500 lb Pneumatic Diesel, Internal Combustion Truck CD – 8,000 to 36,000 lb Pneumatic Diesel, Internal Combustion Truck	*
76	Class VI: Electric and Internal Combustion Engine Tractors	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Available	*
77	Class VII: Rough Terrain Forklift Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Available	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Available. Some of our Class V CD series trucks can be outfitted with attachments that can handle containers. Some of these are also used by customers today with containers that have fork pockets.	*

79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer many different attachments that can be used in applications that have special needs. This may include, but not limited to, carton clamps, layer pickers, bale clamps, fork extensions, drum clamps, sidershifters and fork positioners. There are numerous customizable attachments and accessories that can be offered.
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Crown has offered our PTH manual pallet jack line which does not have a specified class. We also offered lead-acid batteries and chargers included on all electric units. Crown offered optional V-Force lithium-ion battery and charger pricing. As indicated previously, we also offered Infolink operator and fleet management service and FleetSTATS fleet management options for the Sourcewell eligible entities. Other items such as service will be line-itemed at time of quote given the number of variables such as geographic location, hours, and model.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Price Structure - Sourcewell 2024.pdf - Thursday May 23, 2024 14:12:59
 - Financial Strength and Stability (optional)
 - [Marketing Plan/Samples](#) - Crown Equipment Marketing Samples.pdf - Thursday May 23, 2024 11:33:14
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statements.pdf - Monday May 20, 2024 14:23:39
 - [Standard Transaction Document Samples](#) - FORM_OF04859_Terms and Conditions of Sale (Rev. 05-22).pdf - Monday May 20, 2024 13:51:09
 - [Requested Exceptions](#) - Contract_Template_Forklifts_RFP_053024 Crown mkd 5.16.24 (002).docx - Monday May 20, 2024 13:51:19
 - Upload Additional Document (optional)

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. - Tom Keller, Vice President - Global Accounts, Crown Equipment Corporation

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

Yes No

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

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

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