

Form C**EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: TEREX USA, LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
FORM A/5	SPECIFICATION	CONFIDENTIALITY PRECLUDES DOLLAR VALUE DISCLOSURE	Sourcewell rejects
FORM A/6	SPECIFICATION	COMPANY POLICY PROHIBITS DIVULGING MARKET SHARE DATA TO THE PUBLIC	Sourcewell rejects
FORM A/14	SPECIFICATION	CONFIDENTIALITY PRECLUDES DOLLAR VALUE DISCLOSURE	Sourcewell rejects
G – CERTIFICATE OF INSURANCE 6.23.1.1	CONDITION	"BROAD FORM" INCORPORATED INTO STANDARD ISO FORMS.	Sourcewell accepts
Section 3.30, page 11	Term	Addition of the following sentence: "All Equipment provided by Proposer will be subject to Proposer's Limited Product Warranty."	Sourcewell accepts
Section 3.30.1, page 11	Term	Revision to the following sentence: "Deviations in the Equipment provided from applicable industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services."	Sourcewell accepts
Section 3.33, page 11	Term	Revision to the following sentence: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member's site, unless otherwise specified."	Sourcewell accepts as modified: " . . . at the site designated by the Sourcewell Member."
Section 3.34, page 11	Term	Revision to the following two sentences: "The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the Proposer's Limited Product Warranty industry standard or better warranty . All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranties as required and accepted by industry standards ."	Sourcewell accepts
			Sourcewell

Section 3.35, page 11		Revision to the following sentence: "In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are manufacturedintended."	accepts
Section 3.36, page 12		Revision to the following sentences: "Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or applicable industry standards."	Sourcewell accepts
Section 5.18, page 17		Revisions to the following two sentences: "Proposer. The pricing listed in this Contract is to be established as a ceiling price for the specific proposal for which the pricing is offered. At no time may the proposed products or services be offered under this Contract at prices above the ceiling price in a specific proposal without a specific request and approval by Sourcewell."	Sourcewell accepts
Section 5.53, page 19		Revision to the following sentence: "In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace or repair nonconforming products with conforming products that are acceptable to the Sourcewell member."	Sourcewell accepts
Section 6.27, page 24		Revisions to the following sentence: "Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions shall apply only to such purchase order and must not be less favorable to Sourcewell's Members."	Sourcewell accepts
Section 8.8, page 29		Addition of the following sentence: "No party shall be liable hereunder for incidental, indirect, or consequential damages, even if advised of the possibility thereof."	Sourcewell accepts

Proposer's Signature: _____

Date: 7-4-2019

Sourcewell's clarification on exceptions listed above: This Form C supersedes the Form C previously signed by the Proposer and dated April 12, 2019.



Contract Award
[RFP #041719]



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS

In compliance with the Request for Proposal (RFP) for [PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS], the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: TEREX USA, LLC Date: 4-12-2019

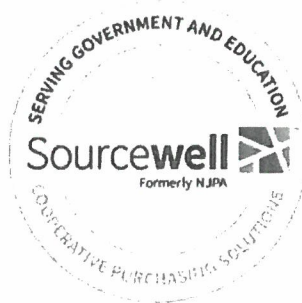
Company Address: 106 12TH ST SE

City: WAVERLY State: IA Zip: 50677

CAGE Code/DUNS: 59497 / 967578621

Contact Person: JODI ROBLEDO Title: ASSOCIATE SALES ACCOUNT MANAGER

Authorized Signature: MARK DUCKWALL HTC
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 041719-TER

Proposer's full legal name: Terex USA, LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be June 17, 2019 and will expire on June 17, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coauette

7E42BBF817A64CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on June 14, 2019

Sourcewell Contract # 041719-TER

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

TEREX USA, LLC

Authorized Signatory's Title

REGIONAL SALES MANAGER

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on *JULY 22*, 20 *19*

Sourcewell Contract # 041719-TER

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: TEREX USA, LLC

Address: 106 12TH ST SE

City/State/Zip: WAVERLY, IA 50677

Telephone Number: 800-536-1800

E-mail Address: MARK.DUCKWALL@TEREX.COM

Authorized Signature: 

Authorized Name (printed): MARK DUCKWALL

Title: REGIONAL SALES MANAGER

Date: 4-12-2019

Notarized

Subscribed and sworn to before me this 12th day of April, 2019

Notary Public in and for the County of York State of SC

My commission expires: 7/22/2020

Signature: Dail M. West

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____TEREX USA, LLC_____

Questionnaire completed by: _____MARK DUCKWALL/JODI ROBLEDO_____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? Dealer payment terms are Net 30 days. Payment terms for Sourcewell members with Genie dealers are established with the dealer, but this is typically Net 30 days.
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Sourcewell member financing is available through Terex Financial Services.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. The Sourcewell member will contact the local Genie Dealer or Genie directly for a Sourcewell Contract purchase. If contacted directly, Genie will determine the best dealer to provide for the Sourcewell member and route the transaction through them.
 1. Determine if local agency is a Sourcewell Member
 - a. If member – proceed
 - b. If not a current member – assist agency with membership application
 2. Dealer determines product specifications and supplies quote
 - a. Pricing – discount from list – published by Genie
 - b. Contact Jodi Robledo, (see attached contact information) if assistance needed with proper pricing
 3. Develop Quote with:
 - a. Machine pricing
 - b. Freight – supplied with Sourcewell pricing
 - c. Product options, if applicable
 4. Quote Presented to Sourcewell member
 - a. Accepted – proceed to order process
 - b. Denied – dealer does not proceed
 5. Dealer places machine order
 6. Dealer receives machine and preps for delivery to Sourcewell member
 7. Dealer delivers machine to member
 - a. Perform operator review as needed
 - b. File warranty
 8. Genie logs Sourcewell sale and compiles sales report quarterly
 9. Genie makes payment to Sourcewell quarterly

Once an order is received, it will be handled in the normal process flow. Sourcewell's fee will be calculated on total quarterly sales and remitted to Sourcewell. Based on past performance, Terex agrees to pay Sourcewell a 1% contract fee on total units sold.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? Transactions are made directly through the Genie dealer network. The acceptance of the P-card for transactions is at the individual dealer's discretion.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions. A copy of the Genie Standard Warranty Form is included with this submission.
- Do your warranties cover all products, parts, and labor? A full description of warranty coverage is provided in the manufacturer Warranty Statements – submitted with this proposal.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Yes, as defined in the warranty statement provided with the pricing pages.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No, travel time and mileage is not covered.
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No. How will Sourcewell Members in these regions be provided service for warranty repair? N/A
 - 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? Components of Genie equipment that carry original equipment manufacturer's warranties (engines, transmissions, axles, etc.) are covered by the manufacturer.
 - What are your proposed exchange and return programs and policies? If a Sourcewell member wishes to exchange or return a piece of Genie equipment they may do so, provided the equipment is in new, un-used condition and are subject to a 10% re-stocking fee plus the freight cost to return the equipment.
- 6) Describe any service contract options for the items included in your proposal. No service contract options are offered as part of this proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal. Terex AWP (Genie) - Aerial lifting and safety devices, Material handling equipment, Light towers, and Extended warranty protection plans.
- 8) 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) Prices are based on the published Genie list price and a corresponding discounted Sourcewell member price. Genie pricing, and corresponding discount percentages vary with each product line. Please refer to the attached proposed Genie pricelist for Sourcewell members.
- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. The Sourcewell member discount for Terex products ranges from 21% - 43% off MSRP.
- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- X d. other than what the Proposer typically offers (please describe). **Terex AWP (Genie) does not sell directly to Sourcewell members or their like, so it is difficult to say. Retail pricing is set by the marketplace and transacted by our dealer network.**

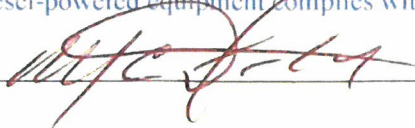
- 11) Describe any quantity or volume discounts or rebate programs that you offer. **N/A**
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. **All items offered are included in the attached proposed pricing. No other offers are communicated at this time.**
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer. **All costs associated with purchases have been accounted for.**
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program. **Transportation charges for Terex AWP (Genie) products are listed on the corresponding price sheets.**
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. **Hawaii and Alaska delivery charges are listed in the corresponding pricing pages. Due to the variance in Canadian delivery locations delivery charges will be quoted at time of inquiry.**
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. **N/A**
- 17) Please 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 Members 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. **Terex AWP (Genie) dealers are required to prominently place on their purchase orders to Genie indication that the sale is a Sourcewell transaction. Our internal sales order entry team has been instructed to document this information. Quarterly Genie runs a query to mine this information for reporting purposes.**
- 18) 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 RFP Section 6.29 and following for details.) **We currently provide Sourcewell 1% of contract sales, we will continue this practice if awarded a new Sourcewell contract.**

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization. **Given the scope of Terex AWP manufacturing facilities globally we are unable to determine specific environmental management systems.**
- 20) Describe any environmental management system certifications obtained by your organization. **Given the scope of Terex AWP manufacturing facilities globally we are unable to determine specific environmental management systems.**

- 20) Describe any environmental management system certifications obtained by your organization. Given the scope of Terex AWP manufacturing facilities globally we are unable to determine specific environmental management systems.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response. As Sourcewell member sales will be transacted via the Genie dealer network, Genie will not offer any preventative maintenance programs directly, however local dealers may offer this service on a case-by-case basis.
- 22) Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in this Proposal related to fuel efficiency, emission reductions, or other green/sustainability factors. All diesel-powered equipment complies with current US and Canadian emissions regulations.

Signature: _____



Date: _____

4-12-2019