

**Solicitation Number: RFP #111522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Oshkosh Corporation dba Oshkosh Defense, LLC, 1917 Four Wheel Dr., Oshkosh, WI 54902 (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 Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

### **3. PRICING**

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

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

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

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

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. EXCEPT IN THE CASE OF FRAUD, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **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

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

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

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

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

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

## 19. COMPLIANCE

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

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

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

## **22. CANCELLATION**

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

Sourcewell

Oshkosh Corporation dba  
Oshkosh Defense, LLC

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
2/9/2023 | 8:06 AM CST  
Date: \_\_\_\_\_

DocuSigned by:  
*Tom Quigley*  
8073EDB7760244E...  
By: \_\_\_\_\_  
Tom Quigley  
Title: VP & GM Government Programs  
2/21/2023 | 3:34 PM CST  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coquette  
Title: Executive Director/CEO  
2/21/2023 | 3:40 PM CST  
Date: \_\_\_\_\_

# RFP 111522 - Airport Runway Equipment with Related Supplies and Services

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## Vendor Details

Company Name: Oshkosh Defense, LLC  
Does your company conduct business under any other name? If yes, please state: Oshkosh Snow Products  
Address: 2307 Oregon Street  
Oshkosh, WI 54902  
Contact: Andrew Baus  
Email: abaus@defense.oshkoshcorp.com  
Phone: 920-475-7488  
Fax: 920-475-7488  
HST#: 39-0520270

## Submission Details

Created On: Friday October 07, 2022 12:25:07  
Submitted On: Monday November 14, 2022 12:47:07  
Submitted By: Andrew Baus  
Email: abaus@defense.oshkoshcorp.com  
Transaction #: fbd235fb-80e9-45f4-adc3-d2fcbedfd2f4  
Submitter's IP Address: 198.190.231.15

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Oshkosh Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Oshkosh Defense, LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	"As used herein, the "Company," "we," "us" and "our" refers to Oshkosh Corporation and its consolidated subsidiaries. "Oshkosh" refers to Oshkosh Corporation, subsidiaries, Pratt & Miller Engineering & Fabrications, LLC (Pratt Miller), Pierce Manufacturing Inc. (Pierce), McNeilus Companies, Inc. (McNeilus) and its wholly owned subsidiaries, Oshkosh Defense, LLC, Oshkosh Airport Products, LLC (Airport Products), Kewaunee Fabrications, LLC (Kewaunee (IMT) or any other subsidiaries. Other assume names herein are often identified to be Frontline Communications, ARFF, Airport , Pierce."
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 75Q65                      SAMS: ZMXAHH8M8VL8
5	Proposer Physical Address:	Corporate Office: Oshkosh Corporation 1917 Four Wheel Dr. Oshkosh WI, 54902  Production Office 2307 Oregon Street Oshkosh, WI 54902"
6	Proposer website address (or addresses):	www.oshkoshcorp.com                      www.oshkoshdefense.com www.oshkoshsnowproducts.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 Quigley VP & GM Government Programs 2307 Oregon Street Oshkosh, WI 54902                      920-233-9292
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy Baus                      Project Manager 2307 Oregon Street Oshkosh, WI 54902 920-475-7488
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jason Bunnell Contract Specialist 2307 Oregon Street Oshkosh, WI 54902 920-527-8923

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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.	"Oshkosh Corporation Overview Oshkosh Corporation was founded in 1917, driven by a breakthrough four-wheel drive system that gave people the courage and confidence to go places they never thought they would. Today, more than 14,000 Oshkosh team members are putting over 850 active patented technologies to work serving, developing, and connecting communities around the world. Oshkosh Corporation is a leading manufacturer and

marketer of access equipment, specialty vehicles and truck bodies for the primary markets of access equipment, defense, fire & emergency and municipal, refuse hauling, concrete placement as well as airport services. s. Oshkosh products can be found in more than 150 countries under the brands of JLG®, Pierce®, Oshkosh® Defense, McNeilus®, IMT®, Jerr-Dan®, Frontline™, Oshkosh® Airport Products, and London™ and Pratt Miller. Pierce and Airport Products are subsidiaries of Oshkosh and are part of the Fire &

Emergency Segment of Oshkosh. We believe in advancing the world around us through building, serving, and protecting people and communities. We are united by a common purpose: to make a difference in people's lives. Our values are the belief system that helps us ensure our behaviors are aligned with our purpose and drive us to do great work for great people.

Oshkosh Core Values:

#### WE PUT PEOPLE FIRST

- We treat people how they need to be treated.
- We keep people safe, within our walls and those using our products.
- We care for the emotional, physical, and financial wellbeing of our people.
- We celebrate what makes each of us unique.
- We value other's words and ideas.
- We respect the impact we have on each other; on the people we serve and in communities around the world.

#### WE DO THE RIGHT THING

- We do the right thing, the right way, for the right reasons.
- We take responsibility for our actions.
- We speak up and share our thoughts and concerns.
- We keep our promises.
- We respect our environment: both where we work and the planet we rely on.

#### WE PERSEVERE

- We push the bounds of technology and engineering to bring value to our customers and those who count on us.
- We challenge the impossible to make a difference every day.
- We are courageous and steadfast.
- We strive to overcome obstacles and achieve our goals.

#### WE ARE BETTER TOGETHER

- We welcome ideas different from our own.
- We rely on diversity to drive innovation.
- We create an inclusive, empowering environment for all.
- We work together across geographies, platforms, business units and functions to help our company reach its fullest potential.

Business Philosophy:

Our strategy is "Innovate. Serve. Advance." We innovate customer solutions by combining leading technology and operational strength to empower and protect the everyday hero. We serve and support those who rely on us with a relentless focus throughout the product lifecycle. We advance by expanding into new markets and geographies to make a difference around the world.

As a corporation, our culture is one committed to conducting business with integrity, in accordance with the highest ethical standards and in compliance with applicable laws and regulations. The guidelines, laws, regulations, policies, and procedures that govern our conduct as employees and contractors of Oshkosh Corporation are embodied in our Code of Ethics & Standards of Conduct - The Oshkosh Way.

Business Longevity: Oshkosh has been manufacturing heavy duty snow removal vehicle for over 70 years leading domestic designer and manufacturer of purpose built and designed with stringent operational characteristics to meet the special needs of Snow Fighters. Oshkosh designs and manufactures our snow products

on a custom designed chassis specifically for the rugged environment out performing most standard commercial chassis. Oshkosh's engineering expertise allows it to design its vehicles to meet stringent industry guidelines and government regulations for

safety and effectiveness. Oshkosh primarily serves domestic municipal customers, however offers a full product line to the Department of Defense, Private and Commercial Airports, universities, municipalities, large industrial companies, and in international markets.

We are able to attract and retain new customers because we take pride in a quality product we build and provide second to none in service and support nationwide. We are the leading manufacturer of heavy duty snow removal chassis. The Oshkosh Snow difference means unparalleled reliability. Rock-solid durability. Brute force strength. It's these attributes that have made Oshkosh the ultimate name in snow removal. Our vehicles are built with direct input from airport snow removal professionals from around the globe. So you can respond to meet your airport's unique challenges. Please refer to ""Oshkosh Corporation 2021 Annual Report.pdf"", ""The\_Oshkosh\_Way\_English.pdf"", ""2021\_Sustainability\_Report.pdf"", and ""Equal Employment Opportunity.pdf"" in Financial Plan folder for more information."

11	What are your company's expectations in the event of an award?	<p>The Sourcewell consortium purchase program offers a competitive avenue for the airport snow removal customer base to purchase appropriate equipment for their facilities without the extra leg work related to typical RFP's and ITB's.</p> <p>Oshkosh will support the consortium program through our US and Canada sales distribution network and direct sales opportunities. Oshkosh anticipates the fundamental partnership with Sourcewell will embrace promotion and education to purchasing agencies. The Oshkosh distribution network will be fully educated on the tools and offerings of the Sourcewell program to efficiently and effectively promote the customers best interest.</p>	*
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>"Oshkosh Defense, LLC is a subsidiary of Oshkosh Corporation, which is a publicly traded company. We have attached our annual report, SEC Filings along with the Dunn &amp; Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements demonstrate Oshkosh Corporation and its subsidiaries to be financially sound. For additional information please refer to the below path.  <a href="http://investor.oshkoshcorporation.com/investors/overview/">http://investor.oshkoshcorporation.com/investors/overview/</a>  Oshkosh Corporation maintains an investment grade credit rating. The rating agencies periodically update the Company's credit ratings as events or changes in economic conditions occur. As of September 30, 2021, the long-term credit ratings assigned to the Company's senior debt securities by the credit rating agencies engaged by the Company were as follows: Fitch Ratings BBB-; Moody's Investor Services, Inc. Baaa3; Standards &amp; Poor's BBB.  Refer to  <a href="https://s24.q4cdn.com/975203404/files/doc_financials/2021/ar/Oshkosh_AR21_update_35243.pdf">https://s24.q4cdn.com/975203404/files/doc_financials/2021/ar/Oshkosh_AR21_update_35243.pdf</a>"</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>"The Company's snow removal business is comprised of internal sales and service representatives and distributor locations to focus on the sale of snow removal vehicles, principally to airports, but also to municipalities, counties and other governmental entities in the U.S. and Canada. In addition, the Company maintains offices in Dubai, UAE; Beijing, China; and Singapore to support airport product vehicle sales and aftermarket sales and support in Europe, the Middle East, China and Southeast Asia. The Company's specially designed airport snow removal vehicles are used by some of the largest airports in the world and military bases in the United States. Company policies do not support publishing market share estimates, as Oshkosh is a publicly traded company. Oshkosh is confident the reliability of our high-performance snow removal vehicles and the speed with which they clear airport runways contribute to a very strong position the snow removal market and supports the consistent brand recognition within the industry."</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Oshkosh utilizes a distributor network within Canada to support the airport industry. The Oshkosh representation in Canada provides multiple service and sales locations across the country, in conjunction with expertise of other Oshkosh Corporations subsidiary company products. The Oshkosh product line is supported by the prime distributorship model in Canada, in addition supported by the 5,000+ Oshkosh Defense employees.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
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>Oshkosh is best described as a manufacturer.</p> <p>Oshkosh Defense, LLC wholly designs, procures, and manufactures the airport snow removal product lines. These products are sold and serviced through a distributor next within their respective territories. In areas without distributorship, Oshkosh provides factory direct sales representation. Whereas Oshkosh provide direct representation an extensive internal and external service network supports the fleet of vehicle platforms. The Oshkosh sales and service teams in conjunction of authorized service network providers is comprised of more than 300 expert personnel. Oshkosh is confident the geographic breadth, size and quality of our sales and service organization is a significant competitive advantage in a market characterized by a few manufacturers and supporting all 50 US States and Canada's largest airports and municipalities.</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>"Oshkosh Defense, LLC holds or obtains state licensing for Sales, Manufacturing, Motor Vehicles, and dealer license used accordance to the state laws. The Oshkosh distributor network licenses independently holds as required by law in the state territories in which they oversee. Oshkosh holds and maintains manufacturer's license, where required.</p> <p>Oshkosh maintains a stringent accountability to our vendors to ensure best in class components are supplied to quality standards. In addition to ISO certifications and compliance, we require our supply chain of major components to obtain a score of 80% or above on a supplier quality audit performed by the Oshkosh Corporation supplier quality team.</p> <p>Oshkosh manufacturing facilities hold an ISO 9001:2015 Quality Management Certificate of Conformance ensure product stability and quality processes. Oshkosh Corporation is also a 7 time honoree of the World's Most Ethical Companies award by Ethisphere."</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Oshkosh Corporation, or any of it's subsidiary's have recorded suspensions or debarment that applies within the past 10 years.

**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>"Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.</p> <p>World's Most Ethical Companies in 2016, 2017, 2018, 2019, 2020, 2021, and 2022. Oshkosh is one of only 124 companies, representing 52 industry sectors in 19 countries on five continents named to this prestigious list. We were the only company selected in the "Trucks and Other Vehicles" category, underscoring our commitment to leading ethical business standards and practices. This achievement is only possible with a commitment to sustainability, connecting with our communities and strong ethical culture and team members who believe in doing the right thing.</p> <p>Link: <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Ethical-Companies-for-sixth-consecutive-year/default.aspx</a></p> <p>FORTUNE's World's Most Admired Companies in 2019 and 2020. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</a> In 2020 and 2021, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please refer to the link below: <a href="https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek">https://www.oshkoshcorp.com/en/news/12-23-20-most-responsible-newsweek</a></p> <p>Oshkosh Corporation was named a Military Friendly Company in 2017, 2018, 2019, 2020 and 2021. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. Please reference the link for additional detail: <a href="https://www.oshkoshcorp.com/en/news">https://www.oshkoshcorp.com/en/news</a></p> <p>Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019, 2020 and 2021. Please review the link below for additional info. <a href="https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx</a></p> <p>Oshkosh Corporation is honored to be named and recognized for the following awards and recognitions.</p> <p>FORTUNE's World's Most Admired Companies in 2021 and 2022. Oshkosh Corporation is one of 330 companies to achieve this honor, as ranked by industry peers, highlighting some of the most respected and successful companies from around the world. <a href="https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx">https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporation-named-one-of-the-Worlds-Most-Admired-Companies-by-FORTUNE/default.aspx</a></p> <p>In 2020, 2021, and 2022, the company was awarded one of America's Most Responsible Companies by Newsweek. Oshkosh has earned this award for two consecutive years and is ranked #159 out of 399 companies on the list. America's Most Responsible Companies were defined based on key performance indicators around environmental, social and corporate governance areas. For more info please</p>

refer to the link below: <https://www.oshkoshcorp.com/en/news/12-23-20-most-responsiblenewsweek>  
 Oshkosh Corporation was named a Military Friendly Employer each year 2015 to 2022. Being named a Military Friendly Company highlights our commitment to caring for our team member and having a culture where veterans can thrive. . Please reference the link for additional detail:  
<https://www.oshkoshcorp.com/en/news>  
 Oshkosh Corporation has been listed on the Dow Jones Sustainability World Index in 2019 to 2022. Please review the link below for additional info.  
<https://investors.oshkoshcorp.com/news/news-details/2020/Oshkosh-Corporation-Named-to-the-Dow-Jones-Sustainability-World-Index-for-Second-Consecutive-Year/default.aspx>  
 Oshkosh was named one of the "World's Best Employers" by Forbes in 2020. The 2020 results included 750 multinational and large corporations across 45 countries. Oshkosh is ranked #76 out of 750.  
 Please refer to the link: <https://www.oshkoshcorp.com/en/news/12-11-20-Forbes> .  
 Oshkosh is one of Barron's 100 Most Sustainable Companies for the years 2019 to 2022. Please review the link for additional information.  
<https://investors.oshkoshcorp.com/news/news-details/2021/Oshkosh-Corporations-focus-on-sustainability-earns-recognition-from-Barrons-and-SP-Global/default.aspx>

Oshkosh Corporation has been named one of the "Best Managed Companies" by the Wall Street Journal yearly 2017 to 2021. Please visit the link for additional detail:  
<https://www.businesswire.com/news/home/20191209005496/en/Oshkosh-Corporation-Named-One-of-the-%E2%80%9CBest-Managed-Companies-of-2019%E2%80%9D-by-the-Wall-Street-Journal>

In March 2022, Oshkosh was named a recipient of Foundry's CIO 2022 CIO 100 Award. This is the fourth consecutive year that Oshkosh Corporation has received this award for information technology excellence. Oshkosh Corporation is among 100 organizations honored globally with the annual CIO 100 Award. Organizations are measured on their ability to deliver business value whether by creating competitive advantage, optimizing business processes, enabling growth or improving relationships with customers. Oshkosh Corporation's Digital Technology team is powered by team members around the world, all focused on helping our businesses innovate and overcome challenges.

Please review our company press release:  
<https://www.oshkoshcorp.com/en/news/3-22-22-cio-100-award>

In October 2022 Oshkosh Corporation was awarded the first ever Forrester Technology Strategy Impact Award. Oshkosh was honored this award for efforts implementing a future industrial technology strategy that optimizes our core technology, growth of new digital business capabilities, and improves protection in the cybersecurity sector.

Please feel free to review the link :  
<https://www.forrester.com/blogs/oshkosh-receives-forresters-first-ever-technology-strategy-impact-award/>  
 Oshkosh Corporation has achieved many awards throughout the years. Many of the awards highlight specific subsidiaries such as Oshkosh Defense, LLC. There are many more that have not been incorporated but are incorporated on our websites. We are proud and work hard to maintain these achievements."

20	What percentage of your sales are to the governmental sector in the past three years	"Oshkosh has great relationship with various governmental, municipal, and public sectors throughout the organization. We are a publicly traded company therefore the information available does not include specific sales detail."
21	What percentage of your sales are to the education sector in the past three years	The market for our product in this group is limited, however would consider opportunities.
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?	Oshkosh currently participates in H-GAC and Sourcewell. Our distributor network may participate on local and regional contracts within a specified region. Participation by Oshkosh or distributors are aligned to offer the best solutions on a consistent platform for all customer types.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None



**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 *	
Pitkin County Airport	Caroline Bonyngne	970-987-4829 caroline.bonyngne@aspensairport.com	*
Port of Portland	Pete Peterson	503-780-2384 Pete.Peterson@portofportland.com	*
Memphis Shelby County Airport Authority	Stephanie L Biddle	901-922-8078 sbiddle@flymemphis.com	*

**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 *	
USA Air Force	Government	District of Columbia - DC	Airport Brooms, Blowers, Plows	Various	Over \$2 Million	*
US Army	Government	District of Columbia - DC	Airport Brooms, Blowers, Plows	Various	Over \$2 Million	*
US Navy	Government	District of Columbia - DC	Airport Brooms, Blowers, Plows	Various	Over \$1 Million	*
US Coast Guard	Government	District of Columbia - DC	Airport Brooms, Blowers, Plows	Various	Over \$500,000	*
Federal Holding Company	Government	Alaska - AK	Airport Multi-Purpose Units, Plows	5 Units	Over \$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.	"The Snow Products sales force consists of 2 company employed regional sales managers that provide direct commitment to the company snow removal product. The product line is also supported internally by 19 inside support staff including contract, product, operations, and engineering managers. Our entire team is committed to the full customer lifecycle, from initial contact throughout the vehicle life. In addition, our internal sales managers coordinate with our Canadian distributors to support the customer relationship, parts, and service."	*
27	Dealer network or other distribution methods.	Oshkosh Snow Products are sold both in direct sales and distributorship regions domestically. Canadian distributor representation	*
28	Service force.	Oshkosh utilizes our mobile distributor network and company employed service technicians in the USA and Canadian markets facilitating training, service, repair, and parts support. We offer scheduled maintenance intervals, on-site factory and on-site customer training courses, along with a parts and technical service phone line available to all customers. Our parts inventory team provides quick 24-48 hour turn around on in-stock components, in addition to our distributor network stocking common parts relating to fleets in their territory.	*

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>"Oshkosh Snow Products will be the primary point of contact for sales inquiries, except where we have an authorized distributor network. With complexity of Snow Removal Vehicles, our company sales team will work directly with the customer to customize their truck configuration. Territories managed by our distributors offer trained sales staff that will provide customer configurations. Options will be added to the base price with the Sourcewell discount. This quotation will be used by the customer to issue a purchase order or contract which will be reviewed by Oshkosh or distributor and accepted. Internally, Oshkosh will build the configuration in our order system consisting of reviews by our Engineering, Purchasing, and Operations team to create a build schedule and estimated delivery. Once all reviews and final customer sign off is complete, Oshkosh will then be responsible for procurement, manufacturing, and testing, and delivery of the vehicle. Oshkosh will provide either direct factory in-service, utilize our service network, or distributor network team to provide vehicle training, in-service, and any additional support."</p>	*
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>Team Members: Oshkosh provides certified technicians company direct, or through our service and distributor network who all are expertly trained through the same courses offered to our customers. This program certifies each individual has graduated the training course for each snow platform offered.</p> <p>Right Attitude: Our team members and support staff are deeply passionate about keeping our runways open and enhancing the safety of all passengers and airport staff. Knowing each day, we make a difference provides a level of expert customer service and dedication.</p> <p>Inventory: Our company Aftermarket team utilizes complex algorithms to determine commonly needed repair and service components to best ensure on hand inventory when in time of need. Our distributor networks have visibility to commonly ordered components and are encouraged to work directly within their region directly with customers to ensure their local inventory covers the majority of common service parts.</p> <p>Factory Hours: Our manufacturing operations are from 5am to 4pm CST, with 24 hour Aftermarket service support. The Oshkosh sales team is also Mobily equipped to be contacted 7 days a week at any time.</p> <p>Support and Service Plan: Product or service problems are identified by the end user or during scheduled service intervals. All issues are documented within our Warranty and Aftermarket Service platform, reviewed by our service team, and action plan created to support. As each service instance is unique, plans to dispatch our factory direct, service network, distributorship team, or providing parts only to the end user is communicated to the end user in a timely manner. When the service event has been completed and customer satisfaction is provided, the service claim is closed out.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>"Oshkosh is committed to support the customer by educating them in all possible avenues to ensure they know the benefits of Sourcewell. Our sales, service and support networks will be able to support the entire US including Hawaii and Alaska along with Canadian regions. Our team is able and willing to provide our products and services to participating entities in the United States and Canada."</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Oshkosh utilizes a Canadian distributor and service team to facilitate sales and aftermarket support in country. This distributor is knowledgeable of the Sourcewell consortium, and supportive of an additional sales tool. The Canadian distributor is an established multi-location organization more than capable to support the sale of whole goods through the vehicles full life cycle.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>"There are no geographic areas in the US or Canada that we will not be fully servicing through the proposed contract. Oshkosh Snow Products is proud to provide excellent coverage across the nation. There are no areas throughout US or Canada that we are not able to fully support either through our distributor network or direct coverage through coverage."</p>	*
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?	<p>"Currently, there are no defined US Domestic or Canadian sectors that Oshkosh would not be willing and able to sell to and extend the after the sale service and support we pride ourselves on. However, Oshkosh reserves the capacity to reject any transactions subject to suspicion the product may or will be transferred in any capacity to an entity of embargoed and sanctioned destinations."</p>	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Freight and shipping in our proposal is included in the purchase price for the contiguous 48 states, or to coastal port. Oshkosh reserves the ability to add additional fees for such occurrences but not limited to: ocean shipping, port handling, and additional in-state shipping or permitting as required.	*
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**Table 7: Marketing Plan**

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	"The marketing plan will continue to provide the following initiatives: <ul style="list-style-type: none"> <li>• Launch updated contract number and pricing model to our sales team and distributors.</li> <li>• Overview of the contract and what differentiates it from past Sourcwell awards.</li> <li>• Training and updating internal User Guide/Handbook</li> <li>• Adding the contract to the internal communication portal</li> <li>• Update our www.oshkoshsnowproducts.com website with the addition of the new contract logo</li> <li>• Develop a flyer or FAQ to provide sales, distributors, and customers key takeaway's and incentives</li> <li>• For any sales opportunities that do not require specific competitive procurement rules, our sales team will provide Sourcwell contract information as an avenue for customers to easily purchase products."</li> </ul>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Oshkosh uses social media to engage and inform customers, end-users, and team members. We post most of our content organically, but there is specific content that we prefer to target a particular state, region, or country. This helps us reach our desired audience. We track our social media engagement quarterly to gauge what's most popular with each audience. We also take a similar approach to our website content. We're able to pull and analyze traffic data to enhance the content.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	"Sourcwell's role in promoting the Airport Runway Equipment Contract is to provide ease, accessibility, and cost effectiveness to customers and/or their procurement professionals. Sourcwell's role is to be partner with all awarded vendors. With understanding the of specific product on the contract so that as a joint effort, end users can be informed and educated on cooperative procurement providing optimum efficiency for all parties. This may include training creation, networking at a specific trade show or purchasing entity presentations. Cooperative procurement goal is to provide quicker turn from inquiry to final sales reducing internal activities for the buyer and manufacturer. s. Each parties sales representative should an understanding of specific programs the customer has been a part of and know about cooperative procurement programs available. That basic understanding is a must have from the onset. This program may not necessarily limit the customer purchase or buy or type of customization that may be needed. This program provides purchasing agents a clean purchasing avenue to select necessary and desired equipment needed to enhance the safety of their operations."	*
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.	As our product line is very complex and customizable, an e-procurement platform is currently not available.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	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.	"Multiple training avenues are available: Oshkosh snow distributors have training programs to offer that introduces the customer to their support team On-site training during vehicle in-service is standard for each Oshkosh Snow vehicle purchase. This provides a basic vehicle operations and maintenance overview. This training is consistent with industry standards. Oshkosh also provides several training events hosted by our Oshkosh Product Training Center. We have two rigorous courses focused on the vehicles chassis and operation systems. The cost of additional maintenance or operations courses are not included and schedule and pricing is available on our training website. Specialized training can also be requested and will be quoted at time of request.  Please reference our Product Training schedule at : <a href="https://oshkoshcorporation.csod.com/catalog/CustomPage.aspx?id=20000502">https://oshkoshcorporation.csod.com/catalog/CustomPage.aspx?id=20000502</a> "	*

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>"Oshkosh Corporation a leader in innovation and each of our products and technologies is designed with customers and end-users in mind, including advances in electrification, autonomy and active safety and intelligent products. Leveraging the latest in technology for today and tomorrow across the different markets we serve differentiates us and helps us remain market leaders and stay ahead of the competition. Advancing our company into new markets and categories will support continued growth for the company. Through this contract, we offer numerous proprietary features that stand out from others and not limited to:</p> <p style="padding-left: 40px;">*Idle Reduction Technology (IRT) - System designed pairing automatic diesel engine controls with high performance lithium-ion batteries and lead-acid batteries. User-defined critical need loads, and HVAC climate control with the main chassis engine shut down reducing runtime during idle staging.</p> <p style="padding-left: 40px;">*Non-Regen engine technology enabling more operational uptime, lower total cost of ownership maintenance costs</p> <p style="padding-left: 40px;">*Cyclonic hydraulic technology utilizing approximately 18 gallons of oil compared to over 50 gallons compared to industry competition. Designs target lower cost of maintenance, reduced environment impact, and consistency of fluid temperatures.</p> <p style="padding-left: 40px;">*Command Zone™ III electronics – provides vehicle reliability, easy serviceability.</p> <p style="padding-left: 40px;">The Company's advanced design and engineering capabilities have contributed to the development of innovative and/or proprietary, severe-duty components that enhance vehicle performance, reduce manufacturing costs and strengthen customer relationships. The Company's advanced design and engineering capabilities have also allowed it to integrate many of these components across various segments and product lines, which enhances its ability to compete for new business and reduces its costs to manufacture its products compared to manufacturers who simply assemble purchased components. The Company has been a supplier of electric-powered products for more than 20 years and recently launched several new products that leverage zero emissions electrification for mobility across all segments."</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>"Oshkosh Corporation, including Snow Products and its sister segments, have Environmental Policies &amp; Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. Please refer to our response in question 18 on our recent award achievements as well. Refer to ""9. 2020_Sustainability_Report.pdf""</p> <p style="padding-left: 40px;">Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten-year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost-effective energy efficiency improvements that save energy and improve competitiveness</p> <p style="padding-left: 40px;">Oshkosh is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities. Please reference our awards as noted in Table 1 #19 earning Barron's "100 Most Sustainable Companies" and has been included in the S&amp;P Global Sustainability Yearbook 2021, both for the fourth consecutive year with 7,000 companies assessed for the award."</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>"GREEN / SUSTAINABILITY: Dow Jones Sustainability Index Our sustainability efforts have been recognized through our inclusion on the Dow Jones Sustainability World Index (DJSI). The DJSI, is a family of best-in-class benchmarks which track the stock performance of the world's leading companies in terms of economic, environmental, and social criteria. 2021 marked the third consecutive year we were named to the Index, highlighting our commitment to sustainable business practices. World's Most Ethical Companies In 2021, we celebrated our sixth consecutive year being named one of the World's Most Ethical Companies by Ethisphere™. The assessment considers over 200 data points on culture, environmental and social practices, ethics and compliance activities, diversity and inclusion, and initiatives to support a strong value chain.</p> <p>In addition to these prestigious awards, please find our company ""General Sustainability Information"" outline enclosed."</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Oshkosh Corporation is a large publicly traded company and does not qualify for diversity certifications. However, as an organization Oshkosh is a member of National Minority Supplier Development Council (NMSDC). At Oshkosh Corporation we are about building, protecting and serving communities throughout the globe. We are committed to working with a diverse supply base that is representative of our customers and the communities we serve. Please reference the Supplier Diversity supplement.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>"Oshkosh Corporation is a trusted partner with over 100 years in business, focused on innovation with the customer in mind. With our work in electrification and intelligent products, we will continue to lead in the specialty truck manufacturing market. Our customers benefit from the size and scale of a large organization yet receive focused attention from our subsidiaries and their respective dealerships. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength. Our organization offers 24/7 direct and contracted service provider networks to quickly and efficiently support the product lines."</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>"The Oshkosh standard 1 year warranty covers all components, parts, and labor against defects, workmanship, and/or design. This warranty shall apply provided the vehicle is properly maintained. Nothing contained in this warranty shall make the Manufacturer liable beyond the express limitations hereof, for loss, injury, or damage of any kind to any person or entity resulting defect or failure of the product (except as covered by Product liability insurance).</p> <p>The Manufacturer's warranty shall not apply to the following:</p> <ul style="list-style-type: none"> <li>• Wear items</li> <li>• Normal adjustments and maintenance services.</li> <li>• Failures resulting from the product being operated in a manner not in accordance with the operation manual or for a purpose not recommended by the Manufacturer.</li> <li>• Any product which shall have been repaired, modified, or altered in any way to have been adversely affected the unit's stability or reliability.</li> <li>• Items subjected to misuse, negligence, accident, or improper maintenance.</li> <li>• Loss of time or use of the product, inconvenience, or other incidental expenses.</li> </ul> <p>Reference the enclosed Oshkosh 1 Year Warranty Statement offered to every customer. Extended warranties are available upon request."</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Standard 1 Year warranty begins from date of vehicle Inservice. One year warranty will expire after 15,000 miles or 365 days after vehicle in-service, whichever event occurs first. Reference the enclosed Oshkosh 1 Year Warranty Statement for exclusions such as wearable service items, scheduled maintenance, misuse, and neglect.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Oshkosh Snow Products warranty is managed through authorized service representatives or our internal resources throughout the USA and Canada. Travel expenses are covered per our established Warranty guidelines.</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>Oshkosh Snow Products is more than capable providing all geographics regions of the USA and Canada through internal or external service representatives."</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>"Major components installed but not manufactured by Oshkosh are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, material bodies, de-cing equipment, and controls. Component Warranties where suppliers offer warranties beyond the Oshkosh one-year warranty are passed to the end user. Extended warranties provided by individual suppliers other than Oshkosh apply after the one year vehicle warranty. After the offered Oshkosh warranty expires, the administration of individual supplier warranties, are to be addressed directly with that specific supplier themselves."</p>
51	What are your proposed exchange and return programs and policies?	<p>Oshkosh Defense has a structured and defined parts ordering and return process to provide consistent guidelines and decision process. Please reference the enclosed "Parts Return Policy" structured for consistency across all customer platforms.</p>
52	Describe any service contract options for the items included in your proposal.	<p>No service contracts are included in this proposal, unless provided by an authorized distributor on a case by case opportunity.</p>

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

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	"Oshkosh standard payment terms are net 30 days after delivery of vehicle. Accepted payment methods include check and wire transfer."	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Lease options are not available at this time, unless specifically offered by an Oshkosh distributor on a case by case opportunity.	*
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.	"Any sample documents are included in the document uploads, including quote form and warranty. No standard transaction documents are being requested to use in connection with an awarded contract. No service contracts are included in this proposal. Authorized distributors may offer service contracts for preventative maintenance purposes."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Oshkosh does not utilize or accept the P-card procurement and payment due to the size and build complexity of our products	*

**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 *
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>"Oshkosh is providing a percentage discount as provided in the attached details of pricing.</p> <ul style="list-style-type: none"> <li>• Product Category</li> <li>• Identification ID#</li> <li>• Product Description</li> <li>• List Price</li> <li>• Percentage off per product</li> <li>• Line Item (Contract) Price</li> </ul> <p>The Percentage Discount items are also applicable to the unpublished options added to the published base specification with a standard discount off of MSRP contingent on the product."</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.	Oshkosh snow products is offering a 7% discount off of published MSRP.
59	Describe any quantity or volume discounts or rebate programs that you offer.	"Multi-Unit Purchase Discount: Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, sourcing environment, delivery requirement, and will be handled on an independent case basis."
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.	Sourced or open market items may be provided by the Oshkosh distributor or factory direct and would be quoted at time of request.
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>Oshkosh will provide standard 16 hours of vehicle in-service and operator training. This includes fluid checks, basic adjustments for set-up, operator familiarization, and introduction.</p> <p>Elements not included unless quoted prior to contract execution, and not limited to: Communication Radios/Graphics, factory visits, yearly maintenance inspections, specialized tools, diagnostic equipment, taxes, licenses, title fees, or spare parts. End customer is also required to have equipment and personnel readily available to unload plows, brooms, and/or additional crates of parts.</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.	Additional freight charges apply to Alaska. Additional fees will also be applied, but not limited to, non-standard shipping requirements, barges, permits, handling, and other requirements to complete delivery.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is included in the proposed pricing to applicable USA coastal port. Freight to Alaska or Canada requiring offshore vessel transportation will be included as additional costs, as these costs are often variable. Freight to Canada is included to destination, however additional fees could apply if extra permitting is required, but not limited to any other non-typical requirements due to remote geographic location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Snow removal vehicles in some cases are require special permitting due to over sizing. All required licenses and permits are obtained by the contracted carrier prior to shipment.



**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).	

**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.	All awarded contracts are audited on product cost, labor efficiencies, product margin and customer satisfaction. Every customer purchase order is classified by purchase type on an internal document by "Distributor, Direct, Consortium (HGAC, Sourcewell, Other), or Government". Our internal reporting structure supports quick ability to track monthly and cumulative quarterly sales. Participating entities will receive identical pricing to keep consistent reporting administrative fees to Sourcewell. Oshkosh records each consortium sale on the enclosed form to track monthly and quarterly administrative fees. Additionally these fees are recorded on internal financial forms, however due to sensitivity these forms cannot be provided.
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.	Oshkosh records the type of purchase for each sale opportunity as noted in #66. On a quarterly basis we review each classification of as part of overall market share analysis. Oshkosh uses this analysis to understand customer purchase patterns, financial resources, and landscape to determine success and missed opportunities for improvement.
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.)	The Administrative Fee which Oshkosh will pay to Sourcewell for this proposed contract is aligned with the other contracts currently participating in to create alignment and consistency. That fee will be a flat \$2000.00 USD per customer purchase order or separate contract.

**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.	Oshkosh is offering our heavy duty and rugged line of Airport Snow Removal Equipment that has been highly desired in the market for over 70 years. Offered models: H-Series Dual Engine Runway Snow Blower, H-Series Multi-Purpose Unit (Broom/Blower/Plow), H-Series Single Engine Runway Snowblower, H-Series Plow, H-Tractor Plow, H-Tractor Plow coupled with option of Three sizes of Towed Broom Chassis. Among the various platforms offered, numerous sizes of attachments coupled with these variants are also available. In addition, each chassis and attachment includes ability for customers to select options best suited for their specific operations.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory descriptions: XF Broom, XT Broom, HT, HB, SEB, DEB, XP, MTE, HMP

**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
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71	Plows;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Oshkosh offers plow configurations in variations. Most common combinations are listed in the pricing, however all combinations are available for customers to order. Runway plows are supplied with various types of cutting edges, and poly moldboard.</p> <p>A) Flared or Straight Moldboard : 14' to 24' length</p> <p>B) Hitches: Hands Free DIN, DIN, Hustings, PIN Attach</p> <p>C) Roll Over Plow, Caster option</p> <p>D) Vehicle Underbody blade - 12 foot length, 3-way function, several blade options available.</p>
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Oshkosh is offering our Airport Runway Snowblower in 3 platforms:</p> <p>A) Single engine snowblower rated at 2,500 tons per hour</p> <p>B) Dual Engine Airport Blower rated at 3,000 tons per hour</p> <p>C) Dual Engine Airport Blower rated at 5,000 tons per hour</p> <p>Oshkosh snowblower test actual test results in live snow conditions confirm these ratings, and meet all SAE and AC 150-5220 requirements. Notable mention, weather condition, temperature, snow composition impact overall tonnage resulting in our vehicles having increased tonnage in optimum conditions.</p>

73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Oshkosh offers several configurations of brooms:</p> <p>A) Front mount dedicated or with multi-purpose J-Hook hitch</p> <p>B) Cradle Tow Broom</p> <p>C) Wafer Core or SIB Cassette</p> <p>D) All Poly Bristles, All Wire Bristles, 50/50 Poly-Wire Mix, Dense Pack Mix</p> <p>E) 18, 20, 22 foot broom head options</p> <p>F) Broom heads also carry several options that are detailed out on the submitting pricing profile.</p>
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Anti-Icing equipment is very specific for each customer and application. Oshkosh has a very knowledgeable and reputable industry partner which we contract with to customize each piece of equipment to accommodate the widely unique operational characteristics and conditions. Oshkosh will pass the same discount along to each customer for this supplied equipment. Our industry partner will be responsible for warranty and parts support for installations they complete.</p>
75	Rubber removal equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>No specific equipment supplied. At times, airports do utilize their broom equipment to aid in rubber removal.</p>
76	Runway closure markers;	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>None</p>
77	Runway traction equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>Runway traction/friction equipment not available.</p>
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Oshkosh offers several options and solutions for customers. The products offered on this contract are full turn-key solutions. In many cases, airports elect to install specific equipment such as tower radios, graphics, and or runway temperature systems after delivery. Upon any request from customers, Oshkosh is committed to reviewing any customers requirements to provide a turn-key solution.</p>
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Oshkosh provides vehicle in-service, operator, and basic maintenance training for every vehicle. Any additional options, service, maintenance, or repair parts can be requested for quote in addition to the vehicle.</p>

## 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](#) - Sourcewell - Oshkosh Snow Products Model Pricing.xlsx - Monday November 14, 2022 11:57:26
- [Financial Strength and Stability](#) - Financial Plan.zip - Monday November 14, 2022 12:35:28
- [Marketing Plan/Samples](#) - Marketing Plan.zip - Monday November 14, 2022 12:19:15
- [WMBE/MBE/SBE or Related Certificates](#) - Supplier.zip - Monday November 14, 2022 12:19:25
- [Warranty Information](#) - Warranty.zip - Monday November 14, 2022 12:22:40
- [Standard Transaction Document Samples](#) - Sales Transactions.zip - Monday November 14, 2022 12:22:54
- [Upload Additional Document](#) - Additional Documents.zip - Monday November 14, 2022 12:23:02

## 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. - Andrew Baus, Project Manager, Oshkosh Defense, LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_Airport_Runway_Eqpt_RFP_111522</b> Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Airport_Runway_Eqpt_RFP_111522</b> Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Airport_Runway_Eqpt_RFP_111522</b> Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1