DATE: March 14, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Cooperative Purchase Agreement with Terex for the Purchase of Two (2) Bucket Trucks

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Adopt a Resolution amending the Fiscal Year 2022-2023 Annual Budget; and
2. Approve a cooperative purchase agreement with Terex for the purchase of two (2) 2023 Terex Hi-Ranger LT40 Articulating/Telescoping Bucket Trucks, in the amount of $376,976, per Sourcewell Cooperative Agreement (Contract No. 110421-TER). (General Fund)

BACKGROUND:
The Traffic Signals and Street Lighting Section (Section) of the Public Services Division ensures that the City's 2,400 street lighting fixtures and 161 signalized intersections are maintained per industry standards. Staff performs maintenance and repair work, including replacing LED light fixtures, responding to emergency call-outs, and troubleshooting electrical issues. Staff also performs equipment upgrades of traffic signals as part of capital improvement program (CIP) projects.

To perform these tasks, the Section uses aerial bucket trucks, which are vehicles equipped with a platform that can be raised to heights above 15 feet. This allows the maintenance crews to safely access and repair street lights, traffic signal vehicle indications, vehicle video detection, and traffic systems equipment located high above the ground.

DISCUSSION:
The proposed bucket trucks will replace two (2) bucket trucks (Vehicles 2243 and 2246). Vehicle 2243 is approximately twenty-eight years old and became inoperable when its hydraulic system failed and parts could not be sourced. Bucket truck 2246 was heavily damaged in a traffic collision in April 2022 and was beyond repair.

On September 16, 2021, a Public Notice of Request for Proposals (RFP) was published by Sourcewell for RFP No. 110421. On November 4, 2021, ten (10) proposals were received. Five (5) out of the ten (10) received were deemed responsive. After thorough review and evaluation, on December 20, 2021, Sourcewell approved the vendor’s proposal. On February 1, 2022, Terex Utilities, Inc. established Contract No. 110421-TER with Sourcewell (term expires December 27, 2025).
Mayor and Council Members

Cooperative Purchase Agreement with Terex
Purchase of Two Bucket Trucks
March 14, 2023

City Departments can make purchases using another government entity’s contract under the terms of Inglewood Municipal Code Section 2-198.1, Subsection e, Exceptions to Competitive Bidding Requirement, which states the following:

Cooperative Purchases. Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current, and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term cooperative governmental purchase program means any combination between the City and any other public agency or public agencies for the joint purchase of goods and/or services.

The Fiscal Year 2022-2023 City Budget included an appropriation of $296,000 in Public Works Division 6036 Public Services-Signals for purchasing new telescoping bucket trucks. Due to unforeseen economic conditions, the prices for the trucks have escalated. Therefore, a resolution is required to increase the current budget appropriation from $296,000 to $376,976.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon adoption of the proposed resolution, sufficient appropriations will be available in the Council-approved Fiscal Year 2022-2023 Budget under Account Code No. 060.060.6036.77000 (Gas Tax Fund-Public Works-Public Services-Signals-Machinery and Equipment).

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Resolution
Attachment No. 2 - RFP, Opening Record & Evaluation – 110421-TER
Attachment No. 3 - Quote
Attachment No. 4 - Contract & Pricing – 110421-TER

PREPARED BY:
Victor Nunez, Traffic Operations Manager
Cliff Pate, Fleet Superintendent
Harry Frisby, Chief Superintendent/Public Works

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Assistant City Manager/PW Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL:  
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment No. 1
RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF INGLEWOOD, CALIFORNIA, AMENDING THE
2022-2023 ANNUAL BUDGET TO PURCHASE TWO
2023 TEREX HI-RANGER LT40

ARTICULATING/TELESCOPING BUCKET TRUCK.

WHEREAS, on September 27, 2022, the City Council adopted Resolution No. 22-156
which adopted the Fiscal Year 2022-2023 Annual Budget; and

WHEREAS, the Traffic Signals and Street Lighting section of the Public Services Division
(the “Division”) of the Public Works Department ensures the City’s 2,400 street lighting fixtures
and 161 signalized intersections are maintained per industry standards; and

WHEREAS, City staff performs maintenance and repair work, including replacing LED
light fixtures, responding to emergency call-outs, and troubleshooting electrical issues; and

WHEREAS, to perform these tasks, the Division uses aerial bucket trucks, which are
vehicles equipped with a platform that can be raised to heights above 15 feet; and

WHEREAS, the Public Works Department needs to replace two (2) of its current bucket
trucks (Vehicle 2243 and 2246); and

WHEREAS, to ensure adequate funding to purchase the trucks, the City Council is
requested to adopt this budget resolution; and

WHEREAS, upon the adoption of this resolution to amend the Fiscal Year 2022-2023
Budget, adequate funding, as identified in Exhibit “A,” will be transferred to the appropriate
account; and

WHEREAS, this budget amendment is necessary to track the movement of said funds.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Inglewood,
California, that the Fiscal Year 2022-2023 City Budget shall be amended to reflect the
adjustments as shown in Exhibit “A,” which Exhibit is incorporated herein by this reference as if
set forth in full.

///
BE IT FURTHER RESOLVED that the City Clerk shall certify to the adoption of this Resolution and the same shall be in full force and effect immediately upon adoption.

Passed, approved and adopted this _____________ day of __________, 2023.

CITY OF INGLEWOOD:

__________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk
Exhibit A
EXHIBIT A  
BUDGET AMENDMENT

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Revenue Source: Gas Tax Fund 060 - Balance

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<td>376,976.00</td>
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Notes:
New telescoping bucket trucks will be used for maintenance and support of capital project improvements

Bucket Trucks Purchase
Exhibit A
Page 1 of 1
Attachment No. 2
RFP #110421
REQUEST FOR PROPOSALS
for
Public Utility Equipment with Related Accessories and Supplies
Proposal Due Date: November 4, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcemwell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: September 16, 2021

Pre-proposal Conference: October 13, 2021, 10:00 a.m., Central Time

Question Submission Deadline: October 28, 2021, 4:30 p.m., Central Time

Proposal Due Date: November 4, 2021, 4:30 p.m., Central Time
Late responses will not be considered.

Opening: November 4, 2021, 6:30 p.m., Central Time
See RFP Section V.G. “Opening”
I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell’s solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell’s Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers’ potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell’s contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell’s contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
• Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.
B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Utility Equipment with Related Accessories and Supplies including, but not limited to:
   a. Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):
      i. Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms;
      ii. Digger derricks, and cable placing, pulling, and tensioning equipment; and,
      iii. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
   b. Utility locating equipment; and,
   c. Accessories, supplies, replacement or wear parts, and services related to the offering of the solutions in subsections 1. a. and b. above.

2. The primary focus of this solicitation is on Public Utility Equipment with Related Accessories and Supplies. This solicitation should NOT be construed to include excavators principally intended for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
   a. Trailers with Related Equipment, Accessories, and Services (RFP #121918), except the trailer-mounted solutions identified in subsections 1. a. i. – iii. above;
   b. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119);
   c. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319);
   d. Ag Tractors with Related Attachments, Accessories, and Supplier (RFP #110719);
   e. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920), except the chassis-mounted solutions identified in subsections 1. a. i. – iii. above;
   f. Forklifts and Lift Trucks with Related Services (RFP #091520); and,
   g. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.
Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.
E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $90 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer’s sales force will be the primary source of communication with Participating Entities. The proposer’s Marketing Plan should demonstrate proposer’s ability to deploy a sales force or dealer network to Participating Entities, as well as proposer’s sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.

2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer’s information and may request clarification from a proposer, including samples of the proposed equipment or products.

3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.

4. A proposer’s documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer’s published “List Price,” as well as the “Contract Price.”
b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer’s not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.

3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity’s location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

**B. ADMINISTRATIVE FEES**

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

**IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language. Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell’s sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.
Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer’s proposal status to INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Late proposals will not be considered. It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information
provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:
- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:
- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
• A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.

• Total evaluation scores.
• The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

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</table>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

• The name, address, and telephone number of the protestor;
• Identification of the solicitation by RFP number;
• A precise statement of the relevant facts;
• Identification of the alleged procedural, technical, or legal defect;
• Analysis of the basis for the protest;
• Any additional supporting documentation;
• The original signature of the protester or its representative; and
• Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:
• Modify or cancel this RFP at any time;
• Reject any and all proposals received;
• Reject proposals that do not comply with the provisions of this RFP;
• Select, for contracts or for discussion, a proposal other than that with the lowest cost;
• Independently verify any information provided in a proposal;
• Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity’s state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
• Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
• Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
• Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
• Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer’s responsibility to clearly identify any data submitted that
it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.
9/20/2021

Addendum No. 1
Solicitation Number: RFP 110421
Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

________________________________________

Question 1:

Are radio batteries and accessories considered in-scope for this contract?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as stated in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

________________________________________

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 9/20/2021, is required at the time of proposal submittal.
9/24/2021

Addendum No. 2
Solicitation Number: RFP 110421
Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:
Can we submit a bid response that includes the body, with installation, and excludes the chassis? Can chassis pricing be added later?

Answer 1:
Sourcewell will not advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). The solicitation is a competitive process and proposals are evaluated on the content submitted.

The Proposer’s complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

For additional guidance on the process for pricing changes during the contract term refer to Section 4. – Product and Pricing Change Requests in the Sourcewell template contract available on the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 9/24/2021, is required at the time of proposal submittal.
9/27/2021

Addendum No. 3
Solicitation Number: RFP 110421
Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We saw a posting for this solicitation on a website other than the Sourcewell Procurement Portal. Are the products or commodities listed on the other site part of this opportunity, or is the opportunity only for the equipment or products included in the Sourcewell RFP?

Answer 1:

The requested equipment, products, or services for this solicitation are as stated in RFP Section II. B. – Requested Equipment, Products, or Services. The contents of a posting on a site other than the Sourcewell Procurement Portal have no impact on the scope of the Sourcewell RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 9/27/2021, is required at the time of proposal submittal.
10/14/2021

Addendum No. 4
Solicitation Number: RFP 110421
Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Would bulk water dispensing and wastewater receiving systems be in scope for this RFP?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcwell’s requested equipment, products, and services as stated in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcwell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

**Question 2:**

We have already been awarded an agreement by Canoe Procurement Group of Canada. Can it be transferred to this Sourcwell opportunity, or will we have to bid again?

**Answer 2:**

The solicitation issued by Sourcwell is independent of contracts that have been previously awarded by Canoe Procurement Group of Canada.

To participate in the Sourcwell competitive solicitation, a proposal must be submitted through the Sourcwell Procurement Portal. Guidance on preparing a response in the Portal can be found in the “Submit Response Guide” found on the “Bids Homepage” in the Resource Materials section. After selecting “Start Submission” from the Bid Details page, a proposer will navigate to Step 1 to begin the submission.
End of Addendum

Acknowledgement of this Addendum to RFP 110421 posted to the Sourcewell Procurement Portal on 10/14/2021, is required at the time of proposal submittal.
Proposal Opening Record

Date of opening: November 4, 2021

Sourcewell posted Request for Proposal #110421, for the procurement of Public Utility Equipment with Related Accessories and Supplies, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, September 16, 2021, and the solicitation remained in an open status within the portal until November 4, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 4, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #110421 were submitted through the Sourcewell Procurement Portal, and that each Proposer’s response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

- Altec Industries, Inc. - Submitted 11/04/21 at 12:46:34 PM
- Computrol Fuel Systems, Inc. - Submitted 11/03/21 at 5:59:29 PM
- CTOS Canada, Ltd. - Submitted 11/03/21 at 12:12:51 PM
- Custom Truck One Source, L.P. - Submitted 11/04/21 at 3:54:01 PM
- Morooka USA, LLC [Dominion Equipment] - Submitted 11/04/21 at 3:41:41 PM
- Terex Utilities - Submitted 11/04/21 at 12:54:24 PM
- The Charles Machine Works, Inc. - Submitted 11/03/21 at 1:03:54 PM
- Time Manufacturing Company - Submitted 11/03/21 at 4:22:23 PM
- Vermeer Corporation - Submitted 11/04/21 at 3:17:41 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 4, 2021, at 4:44:33 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

---

Chris Robinson, CPSM, Procurement Manager

Carol Jackson, Procurement Analyst
## Proposal Evaluation

**Public Utility Equipment with Related Accessories and Supplies RFP #110421**

<table>
<thead>
<tr>
<th>Possible Points</th>
<th>Aftercare, Inc.</th>
<th>Composed Real Systems Inc.</th>
<th>CTIS Canada Ltd.</th>
<th>Custom Truck-One Source, LLC</th>
<th>Dura, LLC (Waste Equipment Company)</th>
<th>Mack Salmon, USA, LLC (Dust Collection Equipment/Parts)</th>
<th>Texas Utilities</th>
<th>The Charles Machine Works, Inc.</th>
<th>Time Manufacturing Company</th>
<th>Vendor Corporation</th>
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<td>Feasibility and Marketability Success</td>
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<td>66</td>
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<td>879</td>
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</table>

**Endorsements:***
- Tom Austin, MPH, CFBE, Procurement Specialist
- Craig West, Procurement Analyst
- Brandon H intensive, CPM, CFBE, Procurement Analyst
- Carol Jackson, Procurement Analyst
COMMENT AND REVIEW

to the
REQUEST FOR PROPOSAL (RFP) #110421
Entitled
Public Utility Equipment with Related Accessories and Supplies


Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Public Utility Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcwell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 4, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Manufacturing and Fabrication, Inc.</td>
<td>Morooka USA, LLC (Dominion Equipment)</td>
</tr>
<tr>
<td>Aramco, Inc.</td>
<td>New West Freightliner, Inc.</td>
</tr>
<tr>
<td>Aries Industries, Inc.</td>
<td>Prime Vendor, Inc.</td>
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<tr>
<td>B&amp;J Forklift</td>
<td>Regina Construction Association</td>
</tr>
<tr>
<td>Commercial Truck Equipment Corporation</td>
<td>Sauber Manufacturing Company</td>
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<tr>
<td>Computrol Fuel Systems, Inc.</td>
<td>Schuler Brothers Investments</td>
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<tr>
<td>CTOS Canada, Ltd.</td>
<td>Sebright Products, Inc.</td>
</tr>
<tr>
<td>Custom Truck One Source, L.P.</td>
<td>SemaConnect</td>
</tr>
<tr>
<td>Deep Trekker</td>
<td>Sierra International Machinery, LLC</td>
</tr>
<tr>
<td>Diamond Mowers</td>
<td>Snap-on Industrial, A Division of IDSC Holdings, LLC</td>
</tr>
<tr>
<td>Discount Two-Way Radio Corporation</td>
<td>Source Atlantic, Ltd.</td>
</tr>
</tbody>
</table>
All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 4, 2021, at 4:44:33 pm CT. Proposals were received from the following:

Altec Industries, Inc.
Computrol Fuel Systems, Inc.
CTOS Canada, Ltd.
Custom Truck One Source, L.P.
Elliott Equipment Company (DuCo, LLC)
Morooka USA, LLC (Dominion Equipment)
Terex Utilities
The Charles Machine Works, Inc.
Time Manufacturing Company
Vermeer Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Brandon Town CPSM, CPSD, Procurement Analyst
Carol Jackson, Procurement Analyst
Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Computrol Fuel Systems, Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Altec Industries, Inc., provides Sourcewell participating entities access to their full product line of equipment, including aerial devices, cranes and cable placers. Standard warranty is one year on parts and labor with most models including a limited lifetime warranty. Altec directly sells and services through their robust sales network and 44 Service Centers located throughout the United States and Canada. They are offering participating entities competitive pricing.
Elliot Equipment Company manufactures aerial work platforms, digger derricks, cranes, and boom trucks. Through their geographically dispersed distributors and internal sales and service teams, participating entities in Canada and the United States can receive sales and service support. Elliot offers a one-year warranty on parts and labor for aerials and digger derricks and two years on cranes. All products also include a lifetime structural warranty. Products included in this proposal are being offered with strong discounts from list prices.

Terex Utilities, Inc. offers their full line of public utility equipment that includes digger derricks, aerial devices, auger drills, auger tools, equipment remounts, inspections, and repair services. They have a strong direct sales and service force that is supplemented by a large distributor and rental partner network that allows them to provide sales and service to Sourcewell participating entities in the United States and Canada. Replacement parts for Terex products are available for purchase through their online e-commerce platform. Terex Utilities, Inc. proposes a solid discount from their list pricing.

The Charles Machine Works, Inc., dba Ditch Witch, offers a complete line of pedestrian and ride on trenchers, vibratory plows, compact utility products, stand on track loaders and attachments, directional drills, vacuum excavation products, micro trenching products, pipe and cable locators, tracking electronics, and pneumatic piercing tools. They have an independent dealer network throughout the United States and Canada, along with over 600 service personnel. Financing and competitive discounts off MSRP are available to Sourcewell participating entities.

Time Manufacturing Company brands include Versalift, BrandFX, Ruthmann, Steiger, Ecoline, Eagle, Blueline and Aspen Aerials. They offer a complete solution including bucket trucks, high access aerials, compact aerials, service trucks, cable placers and digger derricks with a dealer network that covers the United States and Canada. Standard one-year parts and labor warranties are included, and extended warranties are available. Time Manufacturing offers competitive pricing and discounts off MSRP to Sourcewell participating entities.

Vermeer Corporation has a comprehensive product lineup with trenchers, directional drills, piercing tools, and utility locating equipment. Their factory product specialists and dealerships located across the United States and Canada are available to fully serve Sourcewell participating entities. Standard warranties cover all products with extended warranty and service contracts available. Vermeer offers a competitive discount off standard pricing to Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #110421 to:

- Altec Industries, Inc. #110421-ALT
- Elliott Equipment #110421-EEC
- Terex Utilities, Inc. #110421-TER
- The Charles Machine Works, Inc. #110421-CMW
- Time Manufacturing Company #110421-TIM
- Vermeer Corporation #110421-VRM

The preceding recommendations were approved on December 20, 2021.

Kim Austin, MBA, CPPB, Procurement Lead Analyst
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for RFP #110421 for Public Utility Equipment with Related Accessories and Supplies.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell’s bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell’s Procurement Policy.

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer
Attachment No. 3
CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 2/16/2023

Sourcewell Contract #110423-TER
(Revision 4)
Quote Number: QU22414
Unit: LT40

City of Inglewood
1 West Manchester Boulevard
Inglewood, CA 90301
(310) 412-5333
Attention: Victor Nunez

List Price: $177,287

Baseline Price: $169,621

Baseline Price for 2nd Unit: $169,621
Est. Reg. Fees & Taxes, if applicable: ($18,867 each)
($37,734)

Grand Total Each for (2) Units: $375,976

This written description and attached specifications represents Terex South Dakota, INC. and shall not be released, disclosed, nor duplicated without the written permission of Terex South Dakota, INC.

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that you have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to $550 per incident. Roadside assistance call 1-800-448-7828

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage $550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:
1) Delivery Terms are: CPT Destination
2) Terms: Net 30 days
3) Delivery days from receipt of order shall be 480 - 770

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Ben DeVille
Sales Coordinator

Albert Gutierrez
Account Manager

WARNING Cancer and Reproductive Harm
www.P65Warnings.ca.gov

Accepted By:

_________________________

PO Number: __________________

Quantity: __________________

Grand Total: __________________

Date: __________________
1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as “Products”) shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller’s sales order acknowledgement (collectively referred to as “Agreement”). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller’s written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller’s credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer’s purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller’s control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer’s receipt of shipment. Seller’s responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all equipment supplied and Buyer-supplied accessories are received by Buyer by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond
Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This
warranty shall not apply to any of Seller’s Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an “AS IS, WHERE IS, WITH ALL FAULTS” BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment’s condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER’S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER’S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller’s warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller’s negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer’s revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller’s inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pinte hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller’s trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products.
of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims, demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and claims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performance, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall
comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at https://www.terex.com/en/products/telematics-tou.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer’s Initials: _______________
LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of 12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall not be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/repair parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass lites, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 years parts only warranty if the annual service inspection is performed by a qualified repair entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are NOT covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPLIED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. THE SELLER'S LIABILITY TO THE BUYER SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.

TUFM1050 Rev D 03-06-12
CITY OF INGLEWOOD
1 WEST MANCHESTER BOULEVARD
INGLEWOOD, CA 90301
Attention: VICTOR NUNEZ

Phone: (310)412-5333

01/26/2023

Quote Number: QU22414-12

CITY OF INGLEWOOD
1 WEST MANCHESTER BOULEVARD
INGLEWOOD, CA 90301
Attention: VICTOR NUNEZ

Phone: (310)412-5333

Qty. Description
UNIT
1 One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform. Unit will be mounted behind the cab.

Design Criteria:
* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:
* Individual control levers are located in an accessible location on the turntable.

Lower Boom:
* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:
* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:
* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:
* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation. * A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:
* Full pressure open center hydraulic system. * Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:
* All metallic components of the complete aerial device are powder coat white. * The fiberglass upper boom, boom inserts, platforms and covers are white.
Qty. Description

* Two complete manuals providing operation and maintenance procedures and a replacement parts listing.
* Warning decals provided with unit.

1 Pedestal.

1 8-Gallon Hydraulic Oil Reservoir.
* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.
* Return filter and oil eyes.
* A ball type shut off valve.

1 A boom rest with a automatic latch is provided.

1 Platform 24" x 30" x 42", End Mounted.
* Includes one (1) outside access step with slip-resistant surface.

1 A safety harness with lanyard is provided for fall arrest.

1 A padded saddle rest provides platform support during road travel.

1 Insulated Platform Liner For 24" x 30" x 42" Platform:
* Tested at 50 KV AC.

1 Vinyl Platform Cover For 24" x 30" Platform:
* Waterproof with internal elastic cord around edge.

1 Auxiliary Let Down for use with Open Center Hydraulics:
* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.
* Includes 12 volt electric motor for use on a 12 volt chassis.
  Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip with 4 Function Controls and Platform Rotator:
  Upper Controls: "Control-Plus" single stick controller.
  * Enable lever must be actuated before operation.
  * Rated capacity of 400 lbs.

  Hydraulic Platform Rotator For End Mount Platform.

  Hydraulic Platform Tilt is provided at platform and lower controls.

  Engine Stop/Start controlled at platform and lower controls.

  Hydraulic Tool Outlets At Platform.

1 Mounting Kit:
  * Behind cab mount for use with torsion bars.

1 Pump for systems requiring 3 to 5 gallons per minute:
* Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.
Qty. Description
1 Terex Base Chassis Controller:
  * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
  * Programmable settings allow installer to customize/select options need for their application.
  * Screw terminal-type connections and enclosure to cover connections.
  * Recommended for Class 5 chassis
  * Can be used on Class 6 and above chassis with limited outputs (no more than two (2)).
  * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 A positive lanyard attachment that provides audio and visual warnings to an operator when controls are engaged and lanyard has not been attached to the lanyard anchor.

1 American flag displayed on unit.

1 Factory Warranty

** ALTERED FROM STANDARD **

1 BODY, INSTALLATION

** BODY INFORMATION **

1 Steel Service Body and Accessories:
  * As per the attached Body Specifications.

1 Install Aerial Device Behind Cab And Install All Associated Components:
  * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

1 Platform rest, bottom base

1 Chassis Spring Additions:
  * Build up left rear chassis springs to level vehicle.

1 Power take off with indicator light for automatic transmission.

1 DOT Inspection.

1 Set chassis parameters.

1 Back-up alarm to sound when the vehicle is shifted into reverse.

2 Rubber wheel chocks with eye bolt.
<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Grab handles as necessary for 3-point contact.</td>
</tr>
<tr>
<td></td>
<td>* All Grab Handles to be Bolt On.</td>
</tr>
<tr>
<td>2</td>
<td>Mud flap with logo 18&quot; tall.</td>
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<td></td>
<td>Note: Trim As-Required.</td>
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<tr>
<td>1</td>
<td>Bracket for storing grounding cable.</td>
</tr>
<tr>
<td>1</td>
<td>2/0 Black Electrical Cable used for grounding per ASTM F855-04:</td>
</tr>
<tr>
<td></td>
<td>* 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.</td>
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<tr>
<td></td>
<td>* Three point grounding system for grounding vehicle during work operations.</td>
</tr>
<tr>
<td></td>
<td>* Cable must be fully removed from bracket before use.</td>
</tr>
<tr>
<td></td>
<td>NOTE! Purchaser to verify this meets their company's requirements for fault current.</td>
</tr>
<tr>
<td>1</td>
<td>Boom rest.</td>
</tr>
<tr>
<td>1</td>
<td>Peterson LED 7-lamp DOT Lighting Package:</td>
</tr>
<tr>
<td></td>
<td>* Complies with FMVSS 108.</td>
</tr>
<tr>
<td></td>
<td>* Includes required lights, junction box and wiring harness.</td>
</tr>
<tr>
<td>1</td>
<td>Lighted license plate bracket kit with LED light.</td>
</tr>
<tr>
<td>2</td>
<td>Amber strobe light (LED) with 4&quot; tall &amp; 6&quot; dia. lens, and branch guard.</td>
</tr>
<tr>
<td>1</td>
<td>Strobe mounting bracket located on turntable on the LT series.</td>
</tr>
<tr>
<td>1</td>
<td>BH82000 Combination Pintle Hook And 2&quot; Ball:</td>
</tr>
<tr>
<td></td>
<td>* Safety chain eyes.</td>
</tr>
<tr>
<td></td>
<td>&quot;Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes.&quot;</td>
</tr>
<tr>
<td>1</td>
<td>ICC rear bumper.</td>
</tr>
<tr>
<td>1</td>
<td>7-prong trailer socket.</td>
</tr>
<tr>
<td></td>
<td>NOTE: Stop &amp; turn signal lights on combined circuit.</td>
</tr>
<tr>
<td>1</td>
<td>Timbren rubber stabilizers installed on axle.</td>
</tr>
<tr>
<td>1</td>
<td>Torsion bar stabilizer for rear axle.</td>
</tr>
<tr>
<td>1</td>
<td>Heat shields, as required to protect hydraulic system from exhaust.</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust extension for light duty chassis.</td>
</tr>
<tr>
<td>1</td>
<td>Oil tank mounting for external reservoirs.</td>
</tr>
<tr>
<td>18</td>
<td>Fill with Hydraulic oil for general purpose use.</td>
</tr>
</tbody>
</table>
Qty. Description
* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.

1 Chassis supplied back up camera.

1 Paint body floor with non-skid paint.

1 Paint compartment top with non-skid paint.

CHASSIS
** CHASSIS INFORMATION **
1 Ford F550 4x2 Regular Cab Chassis:
* Gas Engine.
* As per the attached Chassis Specifications.

SPECIAL CHARGES
1 Delivery to Customer.

** ADDITIONAL INFORMATION **
1 Delivery Address:
* 1 West Manchester Boulevard
  * Inglewood CA 90301
  * Shipping Contact: Victor Nunez 1-310-412-5333.

1 First Article Inspection, Digital

6 CALIFORNIA TIRE FEE

** ALTERED FROM STANDARD **
1 Terex Utilities to Register/License truck.
<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OPTIONS:</td>
</tr>
</tbody>
</table>

ADD
1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
   Back-up Alarm; Strobe Light; Wheel Chocks; Outrigger Pads; Truck Grounding Cable;
   Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; and Platform Liner.
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
   front in the quote or secondarily on the approved engineering drawing. Any accessories located
   or relocated during manufacturing may be subject to additional charges.
Quotation Number Q TX108-LT40-F
Terex Part Number: 65382638

To: Terex Utilities

Date: ____________________________

Customer: _______________________

Inside Sales: ____________________

Outside Sales: ___________________

Spec Number: ____________________

State: ___________________________

Engine Type: LT40

Crane/Unit Model: LT40

Chassis: Ford

Axle Configuration: [Data Missing]

Reference: TX108-LT40-F

Same As: TX108-LT40-F

Dakota Bodies LLC

Terex

108 Inches Long x 40 Inches High x .74 Inches Wide
Chassis Cab to Axle (CA) of 60 Inches
- Bodies with one set of jack legs to have lifting eye and body shipping stands
- 16 gauge front bulkhead – Ship loose (unless specified)
- Wheel chock holders are to be installed 1/2” forward and 1/2” rearward of cutout
- All bulkheads to have pin access cutout/cover when A-frame jack is ahead or behind bulkhead, x-frame jacks will not get pin access cutout/cover

Body Dimensions:

<table>
<thead>
<tr>
<th>Body Dimension</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inches - Body Length</td>
<td>108</td>
</tr>
<tr>
<td>Inches - Body Height</td>
<td>40</td>
</tr>
<tr>
<td>Inches - Body Width</td>
<td>40</td>
</tr>
<tr>
<td>Inches - Chassis C/A</td>
<td>40</td>
</tr>
<tr>
<td>Inches - Compartment Height</td>
<td>18</td>
</tr>
<tr>
<td>Inches - Compartment Depth</td>
<td>18</td>
</tr>
<tr>
<td>Inches - Load Space Width</td>
<td>24</td>
</tr>
<tr>
<td>Inches - Top of Body to Top of Floor Dimension</td>
<td>18</td>
</tr>
<tr>
<td>Inches - Wheel Box Height</td>
<td>None</td>
</tr>
</tbody>
</table>

Body Materials:

<table>
<thead>
<tr>
<th>Material</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 ga Galvanized</td>
<td>Main Body Material</td>
</tr>
<tr>
<td>12 ga 4-Way Treadplate</td>
<td>Compartment Tread Plate Material</td>
</tr>
<tr>
<td>14 ga Galvanized</td>
<td>Wheel Panels Material</td>
</tr>
<tr>
<td>14 ga Galvanized</td>
<td>Front Bulkhead Material</td>
</tr>
<tr>
<td>18 ga Galvanized</td>
<td>Shelving Material</td>
</tr>
<tr>
<td>Adjustable on Deck</td>
<td>Shelving Mounting Style</td>
</tr>
</tbody>
</table>

OPTIONS
- Front Rock Guards Material
- Wheel Well Liners Material
- Bed Area Wall Liners Material

Other Body Details:

- Door Type
- Inner Door Material
- Outer Door Material
- Door Illeg Style
- Door Rod Material
- Vertical Door Holder Option
- Horizontal Door Holder Option
- Single Point Rotary (Stainless Steel) - Latch Type: Keyed Alike
- Lock Type
- Wrap Around Striker with Rounded Corners

Other Door Details:
- Wrap Around Door Striker Brackets
Floor and Understructure:
- 12-ga (.105) 4-Way Treadplate L140 - Bed Area Floor Material
- Unit Cutout in Floor
- Full - Body Frame Style
- Structural - Body Frame Material
- 6 Inch - Body Frame Height

Subframe Installation:
- Install customer supplied L140 Insert in frame (PN# 94174)
- Grounding plate installed at rear of body
- Five (5) 1/4" - 20 jiffy clips installed on front flat evenly spaced for tying wires
- Hydraulic tube 22"L x 3/8" Diameter
- Five (5) studs welded to front flat
- Two (2) studs welded to rear horizontal flat
- Install bell on lifting hooks and shippings stands to the opposite end if one set of outriggers is provided
- Welding studs below the body for running fuel lines from fuel cap to fuel tank

Accessories:
- Rubber Flanished Crown (PN# 30134) Installed with Wheel Cut Outs
- Automotive Bull Weatherstrip (PN# 30132) Installed
- Master Door Lock, Hook and Loop System On Both Sides with Two (2) Spring Loaded Door Handles
- One (1) Fuel Filler Cutout In Rear Streetside Only of Fender Panel
- Two (2) jiffy clips installed on both sides of cutouts
- Mud Flap brackets - Terex N65325255 installed
- Two (2) - 3/4" light holes cut out at front of body - One each side

Paint:
- Powdercoat Complete; Interior and Exterior, Taffeta White DW39-20001; PC0020
- Paint the Complete Bed Area Same as Body
- Wrapper Painted Gloss Black

Streetside Compartment:
1st Vertical Compartment:
30" Wide x 40" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with five (5) Adjustable Dividers

Horizontal Compartment:
54" Wide x 18" High x 18" Deep Compartment
- Vacant / Open Compartment

Rear Vertical Compartment:
24" Wide x 40" High x 18" Deep Compartment
- Two (2) Adjustable Shelves
- Divider Slots on 2" Centers, with four (4) Adjustable Dividers

Streetside Hotchkiss Shell:
108 Inch Long Shelf Installed on the Streetside with a Rear Drop down Access Door
- Stainless Steel Automotive Rotary type Door Latch
- Stud Mounted Latches to Have Hidden Fasteners Inside the Door
- Strike Installed in Door Frame for Maximum Opening
- Stud Mounted Automotive Style Latches Have Interior Plastic Latch Covers
- Automotive Bulb Type Weatherstrip Mechanically Fastened to Door Frame with Rounded Corners

Curbside Compartment:
1st Vertical Compartment:
30" Wide x 40" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set

Horizontal Compartment:
54" Wide x 18" High x 18" Deep Compartment
- Eight (8) Adjustable Dividers Installed on Compartment

Rear Vertical Compartment:
24" Wide x 40" High x 18" Deep Compartment
- Five (5) 1/2" Dia. Locking / Swivel Carriage Bolt Hooks, Adjustable, 1-3-1 Hook Set
- Grounding Cable Bracket

Tailgate:
- Removable Steel Lasered Flat Retainer 4" high x full width of bed area installed at rear of load space.
- Includes pins and lanyards
Tallshelf:
- 12 Ga. treadplate tallshelf 36 inches long x 94 inches wide x 6 inches high.
- Install 3/16" plate under lightbar 10-1/2" from SS side skirt.

Curb Side Access 20' Wide Recessed in Tallshelf on Curbside:
Gripstall access steps to bed area with
- 12 gauge galvanized risers and side kickplates.
- One (1) Mini pool type grabhandle at side access and One (1) - Low profile grabhandle bolted to top of CS compartment.
- To have a 1/4" x 4" flat added to bottom of step for mounting cable step.

Tallshelf Rear Lighting:
- 94" Wide 7-Lamp light bar installed at rear of tallshelf NO LIGHTS.
- To be built per Terex 91059 design.

Wheel Chock Storage:
- Two (2) wheel chock holders installed on Curbside.
- Include pendulum retainers.
2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)
Price Level: 265

Client Proposal
Prepared by:
Mike Johnson
Office: 605-886-5844
Email: mike@watertownfordchrysler.com
Quote ID: QU22414
Date: 07/08/2022
Steve Fedt, Terex  
Office: 605-884-3868

Re: Quote ID QU22414 07/08/2022

Dear Steve,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson  
Fleet Sales  
605-886-5844  
mike@watertownfordchrysler.com
# Table of Contents

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</thead>
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</tr>
<tr>
<td>Cover Letter</td>
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<td>Vehicle Dimension and Performance</td>
<td>17</td>
</tr>
<tr>
<td>Pricing Summary - Single Vehicle</td>
<td>21</td>
</tr>
</tbody>
</table>
Selected Equip & Specs

Dimensions

* Exterior length: 272.9" • Cab to axle: 60.0" • Exterior width: 80.0" • Exterior height: 81.7" • Wheelbase: 145.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 21.2" • Rear tire outside width: 93.9" • Min ground clearance: 8.2" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6 cu. ft. • Cargo volume: 11.6 cu. ft.

Powertrain

• 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI • Recommended fuel: regular unleaded • federal • TorqShift 10 speed automatic transmission with overdrive • Rear-wheel drive • Limited slip differential • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • Transmission PTO provision

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks • Rear rigid axle leaf spring suspension with anti-roll bar, HD shocks • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels • LT225/70SR19.5 GBSW AS front and rear tires • Dual rear wheels

Body Exterior

• 2 doors • Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator • Rear signal indicator in mirrors • Black door mirrors • Chrome bumpers • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter • Cruise control with steering wheel controls • Power front windows • Driver and passenger 1-touch up • Driver and passenger 1-touch down • Remote power door locks with 2 stage unlock and illuminated entry • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror • Driver and passenger door bins • Uplifter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Auto on/off headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Oil pressure gauge • Compass • Outside temperature display • Camera(s) • rear • Trip computer • Trip odometer

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 265 | Quote ID: QU22414

Selected Equip & Specs (cont'd)

Safety and Security
- 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system * Remote activated perimeter/approach lighting * Power remote door locks with 2 stage unlock and panic alarm * Security system with SecuriLock immobilizer * MyKey restricted driving mode • Manually adjustable front head restraints

Dimensions

<table>
<thead>
<tr>
<th>General Weights</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Curb</td>
<td>6,791 lbs.</td>
<td></td>
</tr>
<tr>
<td>Payload</td>
<td>12,310 lbs.</td>
<td></td>
</tr>
<tr>
<td>GVWR</td>
<td>19,000 lbs.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Front Weights</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Front GAWR</td>
<td>6,500 lbs.</td>
<td>Front curb weight</td>
</tr>
<tr>
<td>Front axle capacity</td>
<td>7,000 lbs.</td>
<td>Front spring rating</td>
</tr>
<tr>
<td>Front tire/wheel capacity</td>
<td>7,500 lbs.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rear Weights</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rear GAWR</td>
<td>13,900 lbs.</td>
<td>Rear curb weight</td>
</tr>
<tr>
<td>Rear axle capacity</td>
<td>14,706 lbs.</td>
<td>Rear spring rating</td>
</tr>
<tr>
<td>Rear tire/wheel capacity</td>
<td>15,000 lbs.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trailering Type</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Harness</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Trailer sway control</td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Brake controller</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

General Trailering

| 5th-wheel towing capacity | 20400 lbs. | Gooseneck towing capacity | 20400 lbs. |
| Towing capacity           | 18500 lbs. | GCWR                      | 28000 lbs. |

| Fuel Tank type | Capacity | 40 gal. |
| Off Road       | Min ground clearance | 8 " |

| Interior cargo | Cargo volume | 11.6 cu.ft. | Maximum cargo volume | 11.6 cu.ft. |

| Rear Frame | Height loaded | 29 " | Height unloaded | 36 " |

Powertrain

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Selected Equip & Specs (cont’d)

**Engine Type**
- Block material: Iron
- Head material: Aluminum
- Injection: Sequential MPI
- Orientation: Longitudinal
- Valves per cylinder: 2
- Variable valve control: DEVCT

**Engine Spec**
- Bore: 4.21”
- Displacement: 445 cu.in.
- Compression ratio: 10.5:1
- Stroke: 3.98”

**Engine Power**
- SAEJ1349 AUG2004 compliant: Yes
- Output: 350 HP @ 3,900 RPM
- Torque: 468 ft.-lb @ 3,900 RPM

**Alternator**
- Type: Dual
- Amps: 397

**Battery**
- Amp hours: 78
- Run down protection: Yes
- Cold cranking amps: 750

**Engine Extras**
- Block heater: Yes

**Transmission**
- Electronic control: Yes
- Overdrive: Yes
- Type: Automatic

**Transmission Gear Ratios**
- 1st: 4.615
- 3rd: 2.132
- 5th: 1.519
- 7th: 1
- 9th: 0.687
- Reverse Gear ratios: 4.695

**Transmission Torque Converter**
- Stall ratio: 1.97

**Transmission Extras**
- Driver selectable mode: Yes
- Oil cooler: Regular duty
- Sequential shift control: SelectShift
- PTO provision: Yes

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2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

Price Level: 265 | Quote ID: QU22414

Selected Equip & Specs (cont'd)

Drive Type
Type Rear-wheel

Drive Feature
- Limited slip differential Mechanical Traction control Driveline
- Power take-off provision Yes

Drive Axle
Ratio 4.88

Exhaust
Material Stainless steel System type Single

Emissions
CARB Federal

fuel Economy
Fuel type Gasoline

Driveability

Brakes
ABS 4-wheel ABS channels 4
Type 4-wheel disc Vented discs Front and rear

Brake Assistance
Brake assist Yes

Suspension Control
Ride Firm

Front Suspension
Independence Mono-beam non-independent Anti-roll bar Regular

Front Spring
Type Coil * Grade HD

Front Shocks
Type HD

Rear Suspension
- Independence Rigid axle Type Leaf
Anti-roll bar Regular

Rear Spring
Type Leaf Grade HD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
Selected Equip & Specs (cont'd)

**Rear Shocks**
Type HD

**Steering**

<table>
<thead>
<tr>
<th>Activation</th>
<th>Hydraulic power-assist</th>
<th>Type</th>
<th>Re-circulating ball</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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</table>

**Steering Specs**

<table>
<thead>
<tr>
<th># of wheels</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Exterior**

**Front Wheels**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Width</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5&quot;</td>
<td>6.00&quot;</td>
<td></td>
</tr>
</tbody>
</table>

**Rear Wheels**

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Width</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5&quot;</td>
<td>6.00&quot;</td>
<td></td>
</tr>
</tbody>
</table>

**Front and Rear Wheels**

<table>
<thead>
<tr>
<th>Appearance</th>
<th>Material</th>
<th>Steel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Argent</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Front Tires**

<table>
<thead>
<tr>
<th>Aspect</th>
<th>Sidewalls</th>
<th>Tread</th>
<th>Width</th>
<th>RPM</th>
<th>Diameter</th>
<th>Speed</th>
<th>Type</th>
<th>Load rating</th>
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</thead>
<tbody>
<tr>
<td>70</td>
<td>BSW</td>
<td>AS</td>
<td>225mm</td>
<td>647</td>
<td>19.5&quot;</td>
<td>S</td>
<td>LT</td>
<td>G</td>
</tr>
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</table>

**Rear Tires**

<table>
<thead>
<tr>
<th>Aspect</th>
<th>Sidewalls</th>
<th>Tread</th>
<th>Width</th>
<th>RPM</th>
<th>Diameter</th>
<th>Speed</th>
<th>Type</th>
<th>Load rating</th>
</tr>
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<tbody>
<tr>
<td>70</td>
<td>BSW</td>
<td>AS</td>
<td>225mm</td>
<td>647</td>
<td>19.5&quot;</td>
<td>S</td>
<td>LT</td>
<td>G</td>
</tr>
</tbody>
</table>

**Wheels**

<table>
<thead>
<tr>
<th>Front track</th>
<th>Rear track</th>
<th>Wheelbase</th>
<th>Rear tire outside width</th>
<th>Turning radius</th>
</tr>
</thead>
<tbody>
<tr>
<td>74.8&quot;</td>
<td>74.0&quot;</td>
<td>145.0&quot;</td>
<td>93.9&quot;</td>
<td>21.2&quot;</td>
</tr>
</tbody>
</table>

**Body Features**

<table>
<thead>
<tr>
<th>Front splash guards</th>
<th>Side impact beams</th>
<th>Body material</th>
<th>Front tow hook(s)</th>
<th>Door count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Aluminum</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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Selected Equip & Specs (cont'd)

**Exterior Dimensions**
- Length: 272.9" Body width: 80.0"
- Body height: 81.7" Cab to axle: 60.0"
- Axle to end of frame: 89.4" Frame section modulus: 12.7 cu.in.
- Frame yield strength (psi): 50000.0 Frame rail width: 34.2"
- Front bumper to Front axle: 38.3" *Cab to end of frame: 149.4"
- Front bumper to back of cab: 123.7"

**Safety**

**Airbags**
- Driver front-impact: Yes Driver side-impact: Seat mounted
- Overhead: Safety Canopy System curtain 1st row
- Passenger side-impact: Seat mounted Passenger front-impact: Cancellable

**Seatbelt**
- Height adjustable: Front

**Security**
- *Immobilizer: SecuriLock* *Panic alarm: Yes*
- *Restricted driving mode: MyKey*

**Seating**

**Passenger Capacity**
- Capacity: 3

**Front Seats**
- Split: 40-20-40 Type: Split-bench

**Driver Seat**
- Way direction control: 4 Lumbar support: Manual

**Passenger seat**
- Way direction control: 4

**Front Head Restraint**
- Control: Manual Type: Adjustable

**Front Armrest**
- Centre: Yes Storage: Yes

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## Selected Equip & Specs (cont'd)

**Front Seat Trim**
- Material: Vinyl
- Back material: Vinyl

### Convenience

<table>
<thead>
<tr>
<th>Feature</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC And Heat Type</td>
<td>Manual</td>
<td>Air filter</td>
</tr>
<tr>
<td>Audio System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio</td>
<td>AM/FM stereo</td>
<td>Radio grade</td>
</tr>
<tr>
<td>Seek-scan</td>
<td>Yes</td>
<td>External memory control</td>
</tr>
<tr>
<td>Audio Speakers</td>
<td>Speaker type</td>
<td>Regular</td>
</tr>
<tr>
<td>Audio Controls</td>
<td>Steering wheel controls</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>Streaming audio</td>
<td>Bluetooth yes</td>
</tr>
<tr>
<td>Audio Antenna</td>
<td>Type</td>
<td>Fixed</td>
</tr>
<tr>
<td>LCD Monitors</td>
<td>1st row</td>
<td>2</td>
</tr>
<tr>
<td>Cruise Control</td>
<td>+Cruise control With steering wheel controls</td>
<td></td>
</tr>
</tbody>
</table>

### Convenience Features

- Retained accessory power: Yes
- Emergency SOS: 911 Assist
- Smart device integration: App link

### Door Lock Activation

- Type: Power with 2 stage unlock
- Remote: Keyfob (all doors)
- Integrated key/remote: Yes

### Door Locks Extra FOB Controls

- Remote engine start: Smart device only (subscription required)

### Instrumentation Type

- Appearance: Analog

### Instrumentation Gauges

- Tachometer: Yes
- Oil pressure: Yes

---

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### Selected Equip & Specs (cont'd)

<table>
<thead>
<tr>
<th>Feature</th>
<th>Yes</th>
<th>Yes</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine/motor temperature</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine hour meter</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Instrumentation Warnings</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil pressure</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door ajar</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brake fluid</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Instrumentation Displays</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clock</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exterior temp</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Camera(s) - rear</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-radio display</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Systems monitor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Instrumentation Feature</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trip computer</td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>Trip odometer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Steering Wheel Type</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material</td>
<td></td>
<td>Urethane</td>
<td>Manual</td>
</tr>
<tr>
<td>Telescoping</td>
<td></td>
<td>Manual</td>
<td></td>
</tr>
<tr>
<td><strong>Front Side Windows</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Window 1st row activation</td>
<td></td>
<td>Power</td>
<td></td>
</tr>
<tr>
<td><strong>Window Features</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>*1-touch down</td>
<td></td>
<td>Driver and passenger</td>
<td></td>
</tr>
<tr>
<td>Tinted</td>
<td></td>
<td>Light</td>
<td></td>
</tr>
<tr>
<td><strong>Front Windshield</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiper</td>
<td></td>
<td>Variable intermittent</td>
<td></td>
</tr>
<tr>
<td><strong>Rear Windshield</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Window</td>
<td></td>
<td>Fixed</td>
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</tr>
<tr>
<td><strong>Interior</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger Visor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mirror</td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>Rear View Mirror</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day-night</td>
<td></td>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td><strong>Headliner</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coverage</td>
<td></td>
<td>Full</td>
<td>Material</td>
</tr>
<tr>
<td><strong>Floor Trim</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cloth</td>
<td></td>
</tr>
</tbody>
</table>

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### 2022 F-550 Chassis 4x2 SD Regular Cab 145" WB DRW XL (F5G)

**Price Level: 265 | Quote ID: QU22414**

<table>
<thead>
<tr>
<th>Selected Equip &amp; Specs (cont'd)</th>
<th>Coverage</th>
<th>Full</th>
<th>Covering</th>
<th>Vinyl/rubber</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trim Feature</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gear shifter material</td>
<td>Urethane</td>
<td></td>
<td>Interior accents</td>
<td>Chrome</td>
</tr>
<tr>
<td><strong>Lighting</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dome light type</td>
<td>Fade</td>
<td></td>
<td>Front reading</td>
<td>Yes</td>
</tr>
<tr>
<td><em>Illuminated entry</em></td>
<td>Yes</td>
<td></td>
<td>Variable IP lighting</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Storage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Driver door bin</em></td>
<td>Yes</td>
<td></td>
<td>Front Beverage holder(s)</td>
<td>Yes</td>
</tr>
<tr>
<td>Glove box</td>
<td>Locking</td>
<td></td>
<td><em>Passenger door bin</em></td>
<td>Yes</td>
</tr>
<tr>
<td>Illuminated</td>
<td>Yes</td>
<td></td>
<td>Instrument panel</td>
<td>Covered bin</td>
</tr>
<tr>
<td>Dashboard</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Legroom</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>43.9&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Headroom</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>40.8&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hip Room</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>62.5&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Shoulder Room</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front</td>
<td>66.7&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Interior Volume</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Passenger volume</td>
<td>64.6 cu.ft.</td>
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<td></td>
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</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td></td>
<td></td>
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<tr>
<td>------</td>
<td>-------------</td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>Base Vehicle</strong></td>
<td>Base Vehicle Price (F5G)</td>
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</tr>
<tr>
<td>F5G</td>
<td>Order Code 660A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Engine: 7.3L 2V DEVCT NA PFI V8 Gas</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Transmission: TorqShift 10-Speed Automatic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Tires: 225/70R19.5G BSW A/P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Wheels: 19.5&quot; x 6&quot; Argent Painted Steel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hub covers/center ornaments not included.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- HD Vinyl 40/20/40 Split Bench Seat</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes center armrest, cupholder, storage and driver's side manual lumbar.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Radio: AM/FM Stereo w/MP3 Player</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes 4 speakers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- SYNC Communications &amp; Entertainment System</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes enhanced voice recognition, 911 Assist, 4.2&quot; LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **Powertrain** | Engine: 7.3L 2V DEVCT NA PFI V8 Gas |
| 99N    | Transmission: TorqShift 10-Speed Automatic |
| 44G    | 10R140 with neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery. |
| X8L    | Limited Slip w/4.88 Axle Ratio |
| 68U    | GVWR: 19,000 lbs Payload Upgrade Package |
|        | Includes upgraded frame and upgraded rear-axle. Note: See Order Guide Supplemental Reference for further details on GVWR and payload ranges. |

| **Wheels & Tires** | Tires: 225/70R19.5G BSW A/P |
| TGJ    | Wheels: 19.5" x 6" Argent Painted Steel |
| 64Z    | Hub covers/center ornaments not included. |

| **Seats & Seat Trim** | HD Vinyl 40/20/40 Split Bench Seat |
| A      | Includes center armrest, cupholder, storage and driver's side manual lumbar. |

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## As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PAINT</strong></td>
<td>Monotone Paint Application</td>
</tr>
<tr>
<td>145WB</td>
<td>145&quot; Wheelbase</td>
</tr>
</tbody>
</table>
| STDRD | Radio: AM/FM Stereo w/MP3 Player  
  Includes 4 speakers.  
  Includes:  
  - SYNC Communications & Entertainment System  
    Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls.  
  - XL Value Package  
    Includes:  
    - XL Decor Group  
    - Chrome Front Bumper  
    - Steering Wheel-Mounted Cruise Control  
  96V | Power Equipment Group  
  Deletes passenger side lock cylinder. Includes upgraded door-trim panel.  
  Includes:  
  - Accessory Delay  
  - Advanced Security Pack  
    Includes SecuriLock Passive Anti-Theft System (PATS) and Inclination/Infrusion sensors.  
  - Folding Trailer Tow Mirrors w/Power Heated Glass  
    Includes manual telescoping, heated convex spotter mirror and integrated clearance lamp/turn signals.  
  - MyKey  
    Includes owner controls feature.  
  - Power Front Side Windows  
    Includes 1-touch up/down driver/passenger window.  
  - Power Locks  
  - Remote Keyless Entry |
| 473 | Snow Plow Prep Package  
  Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engines. Adding (67B) 397 amp alternators for diesel engine is highly recommended for max output. |
| 63C | Aft-Axle Frame Extension  
  42.4" aft-of-axle frame extension increases AF dimension to 89.4" |
| 41H | Engine Block Heater |
| 62R | Transmission Power Take-Off Provision  
  Includes mobile and stationary PTO modes. |

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As Configured Vehicle (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>86M</td>
<td>Dual 78 AH Battery</td>
</tr>
<tr>
<td>18A</td>
<td>Upfitter Interface Module</td>
</tr>
<tr>
<td>67B</td>
<td>397 Amp Alternators</td>
</tr>
<tr>
<td>63A</td>
<td>Utility Lighting System includes LED side-mirror spotlights.</td>
</tr>
<tr>
<td>52B</td>
<td>Trailer Brake Controller includes smart trailer low connector. Verified to be compatible with electronic actuated drum brakes only.</td>
</tr>
<tr>
<td>872</td>
<td>Rear View Camera &amp; Prep Kit Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</td>
</tr>
</tbody>
</table>

Fleet Options

- 525_ Fleet Customer Powertrain Limited Warranty
- 5000 WARRANT

Requirements valid FIN code.

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warrany and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

- 425 50-State Emissions System

Interior Color

- AS_01 Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

Exterior Color

- Z1_01 Oxford White

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## Warranty

**Standard Warranty**

<table>
<thead>
<tr>
<th>Warranty Category</th>
<th>Distance</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>36,000 miles</td>
<td>36 months</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td>60,000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Corrosion Perforation</strong></td>
<td>Unlimited miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Roadside Assistance</strong></td>
<td>60,000 miles</td>
<td>60 months</td>
</tr>
</tbody>
</table>
Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.

Dimensions

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Front of Bumper to Front Axle</td>
<td>38.30 in.</td>
</tr>
<tr>
<td>B</td>
<td>Front Bumper to Back of Cab (BBC)</td>
<td>123.70 in.</td>
</tr>
<tr>
<td>C</td>
<td>Wheelbase (WB)</td>
<td>145.00 in.</td>
</tr>
<tr>
<td>D</td>
<td>Overall Length (OAL)</td>
<td>272.90 in.</td>
</tr>
<tr>
<td>E</td>
<td>Back of Cab to Rear Axle (CA)</td>
<td>60.00 in.</td>
</tr>
<tr>
<td>F</td>
<td>Back of Cab to End of Frame</td>
<td>149.40 in.</td>
</tr>
<tr>
<td>G</td>
<td>Rear Axle to End of Frame (AF)</td>
<td>89.40 in.</td>
</tr>
<tr>
<td>H</td>
<td>Frame Section Height</td>
<td>N/A</td>
</tr>
<tr>
<td>I</td>
<td>Rear Frame Height Unloaded</td>
<td>35.90 in.</td>
</tr>
<tr>
<td>J</td>
<td>Rear Frame Height Loaded</td>
<td>28.60 in.</td>
</tr>
<tr>
<td>K</td>
<td>Cab Height</td>
<td>81.70 in.</td>
</tr>
<tr>
<td>L</td>
<td>Body Width</td>
<td>80.00 in.</td>
</tr>
<tr>
<td>M</td>
<td>Maximum Ground Clearance</td>
<td>N/A</td>
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<tr>
<td>L</td>
<td>Minimum Ground Clearance</td>
<td>8.20 in.</td>
</tr>
<tr>
<td>M</td>
<td>Front Tread</td>
<td>74.80 in.</td>
</tr>
<tr>
<td>M</td>
<td>Rear Tread</td>
<td>74.00 in.</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
### Vehicle Dimension and Performance Summary (cont'd)

![Vehicle Diagram]

#### Weight

<table>
<thead>
<tr>
<th></th>
<th>Front Axle</th>
<th>Rear Axle</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>GVVW Chassis</td>
<td>3,758 lbs</td>
<td>3,032 lbs</td>
<td>6,790 lbs</td>
</tr>
<tr>
<td>Body</td>
<td>0 lbs</td>
<td>0 lbs</td>
<td>0 lbs</td>
</tr>
<tr>
<td>Occupants Weight</td>
<td>300 lbs</td>
<td>150 lbs</td>
<td>450 lbs</td>
</tr>
<tr>
<td>1 Max Payload - (Max Payload)</td>
<td>2,442 lbs</td>
<td>9,318 lbs</td>
<td>11,760 lbs</td>
</tr>
<tr>
<td>TOTAL</td>
<td>6,500 lbs</td>
<td>12,500 lbs</td>
<td>19,000 lbs</td>
</tr>
</tbody>
</table>

#### Ratings

<table>
<thead>
<tr>
<th></th>
<th>Front Axle</th>
<th>Rear Axle</th>
<th>GVWR</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAWR</td>
<td>6,500 lbs</td>
<td>13,900 lbs</td>
<td>19,000 lbs</td>
</tr>
<tr>
<td>Wheels/Tires</td>
<td>7,500 lbs</td>
<td>15,000 lbs</td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>6,500 lbs</td>
<td>13,900 lbs</td>
<td></td>
</tr>
<tr>
<td>Axle</td>
<td>7,000 lbs</td>
<td>14,706 lbs</td>
<td></td>
</tr>
<tr>
<td>Legal Axle Limit</td>
<td>0 lbs</td>
<td>0 lbs</td>
<td></td>
</tr>
</tbody>
</table>

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
## Vehicle Dimension and Performance Summary (cont'd)

### Start, Grade and Speed

<table>
<thead>
<tr>
<th>Start</th>
<th>Ratio</th>
<th>Desired</th>
<th>Calculated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start grade capability in 1st gear</td>
<td>4.62</td>
<td>15.00 %</td>
<td>33.04 %</td>
</tr>
<tr>
<td>Start grade capability in reverse</td>
<td>4.70</td>
<td>15.00 %</td>
<td>33.61 %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum grade in 8th gear</td>
<td>0.85</td>
<td>3.00 %</td>
<td>6.19 %</td>
</tr>
<tr>
<td>Maximum grade in 9th gear</td>
<td>0.69</td>
<td>3.00 %</td>
<td>4.99 %</td>
</tr>
<tr>
<td>Maximum grade in 10th gear</td>
<td>0.63</td>
<td>3.00 %</td>
<td>4.59 %</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Speed</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Top Speed (level grade)</td>
<td></td>
<td>75 mph</td>
<td>117 mph</td>
</tr>
<tr>
<td>To meet your requirement you need a maximum axle ratio of 9.16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Top Speed on 3.0% grade</td>
<td></td>
<td>55 mph</td>
<td></td>
</tr>
<tr>
<td>To meet your requirement you need a maximum of 120 hp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cruise Speed</td>
<td>60 mph</td>
<td></td>
<td>78 mph</td>
</tr>
<tr>
<td>Engine RPM at desired cruise speed</td>
<td></td>
<td></td>
<td>1,995 rpm</td>
</tr>
</tbody>
</table>

### Variables in Use

- Rear axle ratio: 4.88/4.88
- Tire size: 225/70R19.5 (647 rev/mile)
- Gross Vehicle Weight (GVW): 19,000 lbs
- Clutch engagement torque: 234 ft.lbs.
- Torque conversion ratio: 1.97
- Peak engine torque: 468 ft.lbs.
- Engine Power: 350 hp @ 3,900 rpm

- Peak Torque RPM: 3,900 rpm
- Frontal Area: 40.39 Sq.Ft.
- Cruising RPM: 2,600 rpm
- Worst road surface: Typical Highway
- Final Drive Ratio: 0.63
- Drag Coefficient: 0.80

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed.
Diesel engines use Governed RPM for shift points.
Gas engines use Peak Torque RPM for shift points.

Turning Radius

Turning Radius 21.25 ft
### Pricing Summary - Single Vehicle

**Vehicle Pricing**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td></td>
</tr>
<tr>
<td>Options</td>
<td></td>
</tr>
<tr>
<td>Colors</td>
<td></td>
</tr>
<tr>
<td>Upfitting</td>
<td></td>
</tr>
<tr>
<td>Fleet Discount</td>
<td></td>
</tr>
<tr>
<td>Fuel Charge</td>
<td></td>
</tr>
<tr>
<td>Destination Charge</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
</tr>
</tbody>
</table>

---

Customer Signature: ____________________________  Acceptance Date: ____________________________

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Attachment No. 4
Sourcewell

Solicitation Number: RFP #110421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Terex Utilities, Inc., 3140 15th Avenue SE, Watertown, SD 57201 (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 Public Utility Equipment with Related Accessories and Supplies 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 December 27, 2025, 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.

Rev. 3/2021
Supplier’s Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

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

3. PRICING

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

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

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.
A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within ten days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized
subsidary, 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. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities under this Contract. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.
The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier’s name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above “Attn: Accounts Receivable” or remitted electronically to Sourcewell’s banking institution per Sourcewell’s Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell’s Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

Rev. 3/2021
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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

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

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

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

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.
14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. **Workers’ Compensation and Employer’s Liability.**
   
   Workers’ Compensation: As required by any applicable law or regulation.
   
   Employer’s Liability Insurance: must be provided in amounts not less than listed below:
   
   Minimum limits:
   
   - $500,000 each accident for bodily injury by accident
   - $500,000 policy limit for bodily injury by disease
   - $500,000 each employee for bodily injury by disease

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

   Minimum Limits:
   
   - $1,000,000 each occurrence Bodily Injury and Property Damage
   - $1,000,000 Personal and Advertising Injury
   - $2,000,000 aggregate for Products-Completed operations
   - $2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

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

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

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

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

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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


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 3145-3148) 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.

Rev. 3/2021
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

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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.


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 Act.
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 not 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 an 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

By: [Signature]
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 2:15 PM CST

Terex Utilities, Inc.

By: [Signature]
Jim Lohan
Title: VP Sales and Marketing
Date: 2/1/2022 | 5:37 AM PST

Approved:

By: [Signature]
Chad Coauette
Title: Executive Director/CEO
Date: 2/1/2022 | 7:41 AM CST

Rev. 3/2021
RFP 110421 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Terex Utilities

Does your company conduct business under any other name? If yes, please state:

Terex Utilities, Inc., Terex Services, Terex USA LLC, Terex GmbH

Address:

3140 15th Avenue SE

Watertown, South Dakota 57201

Contact:

Michael Lenling

Email:

michael.lenling@terex.com

Phone:

940-704-9146

HST#:

Submission Details

Created On:

Monday October 25, 2021 10:54:07

Submitted On:

Thursday November 04, 2021 12:54:24

Submitted By:

Michael Lenling

Email:

michael.lenling@terex.com

Transaction #:

bf572454-f3b5-451c-8873-bb6be1574db5

Submitter’s IP Address:

165.225.217.48
### 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 *
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as &quot;Supplier&quot;)</td>
<td>Terex Utilities, Inc.</td>
</tr>
<tr>
<td>2</td>
<td>Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.</td>
<td>Terex USA LLC, Terex GmbH</td>
</tr>
<tr>
<td>3</td>
<td>Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.</td>
<td>Terex Utilities, Terex Services, Terex USA LLC, Terex GmbH</td>
</tr>
<tr>
<td>4</td>
<td>Proposer Physical Address: 3140 15th Avenue SE Watertown, SD 57201</td>
<td><a href="http://www.terex.com">www.terex.com</a></td>
</tr>
<tr>
<td>5</td>
<td>Proposer website address (or addresses):</td>
<td></td>
</tr>
</tbody>
</table>
| 6         | 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): | Jim Lohan  
VP Sales and Marketing  
3140 15th Ave SE, Watertown, SD 57201  
jim.lohan@terex.com  
(605) 736-6927 |
| 7         | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Michael Lenting  
Territory Sales Manager  
3155 S Burleson Blvd, Burleson, TX 76028  
michael.lenting@terex.com  
(940) 724-9145 |
| 8         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Stephanie Evans  
Sales Operations Manager  
3140 15th Ave SE, Watertown, SD 57201  
stephanie.evans@terex.com  
(555) 882-5604  
Michele Laurie  
Technical Support Manager  
3140 15th Ave SE, Watertown, SD 57201  
michele.laurie@terex.com  
(605) 884-3837 |

### Table 2: Company Information and Financial Strength

| Line Item | Question                                                                 | Response *
|-----------|--------------------------------------------------------------------------|--------------------------------------------------|

Bid Number: RFP 110421  
Vendor Name: Terex Utilities
9

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.

Terex Utilities, founded in 1945 with the advent of the groundbreaking Tel-E lect digger derrick, has been rooted in the growth and maintenance of this nation’s utility infrastructure for well over 70 years. We’ve seen the good times and the bad and through it all, we’ve been there for you. You’ve listened to you when you’ve approached us with problems that you run into during your daily operations and have turned them into workable solutions for you...throughout your good times and your bad times.

Now, as we’re traveling together into the 21st century, we are proud to be a part of the next exciting phase of providing you with state-of-the-art solutions steeped in the tradition of those people that built the power and communication grid...hard-working and inventive.

Digger Derrick Development
The 60’s and 60’s saw three innovations were introduced that are still in use today – the Rite-Way auger storage bracket, PG (pole grabbing) which, and the hydraulic collector block. With the later, for the first time digger derricks could rotate continuously and without restriction making them a much more versatile machine.

The Telecon (TELect ECONomy) was introduced which allowed a digger to be mounted on a smaller, lighter and more maneuverable chassis. The Commander I Series digger derrick was developed featuring two innovations that are still used at the standard today, box constructed booms and dual lift cylinders. Also we developed and introduced the first fiberglass third section built to eliminate pin-on third sections. We can’t rest on our laurels however, and we’re continuing to lead innovations today.

Aerial Device Development
The 70’s, 80’s and early 90’s saw us broadening our equipment offerings to include aerial devices.

The first was the “28p Boom” family and consisted of a telescopic aerial and a articulated aerial. A unique fiberglass boom manufacturing process was developed resulting in the Tele-Glass boom. 1992 was a pretty big advancement for us in the aerial device product category as we added one of the best known names to our family – Hi-Ranger. The name still arouses passion and continues to be used as a model designation for all of our aerial devices today. Right on the heels of that announcement was the introduction of the hydraulic lift which allowed aerial devices to add height to the working envelope without adding additional boom length by elevating the complete aerial device 15' higher. We’ve since added different configurations and heights which gives our products exceptional flexibility. And, of course, we’re not done!

Auger Drills & Auger Topping Development
We continue to develop our business from the ground up. Not only product development but through research, design, safety and our service channels. As with the recent addition of Auger Drills and Auger Topping, we continue to expand into markets for continued growth. Compact and powerful Terex Auger Drills offer a wide range of drill speeds and the highest drill torque per class. In addition, Terex offers a vast line of auger tools for hard rock, dirt, and high production drilling, as well as coring systems, pilots, bits, hubs, boring heads, and shark plates.

Today, we operate around the globe and we are properly positioned to help you even more. With our products, our innovations and our commitment to being right beside you, we look to partner with you into the next century...and beyond!

Terex Utilities works for you by listening, responding and delivering solutions with speed. We understand your challenges. We have a diverse team of people are committed to delivering reliable equipment to you. We work to develop innovative technology and services quickly. All of this is in an effort to find solutions that allow you to work more efficiently.

Terex Way Values
Integrity
Respect
Improvement
Servant Leadership
Courage
Citizenship

10

What are your company’s expectations in the event of an award?

Terex will provide a quality product, with support and service after the sale.

11

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.

NYSE ticker symbol: TEX
https://investors.terex.com/investor-relations/financial-reporting/annual-reports/default.aspx
Terex-Corporation-2020-Annual-Report
Form 10-K

12

What is your US market share for the solutions that you are proposing?

35%

13

What is your Canadian market share for the solutions that you are proposing?

30%

14

Has your business ever petitioned for bankruptcy protection? If so, explain in detail.

No.

15

How is your organization best described: Is it a manufacturer, a distributor/dealer/retailer, or a service provider? Answer whichever question (letter a) or b) just below) best applies to your organization.

a) If your company is best described as a distributor/dealer/retailer (or similar entity), provide your written authorization to act as a distributor/dealer/retailer for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?

b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

B. Manufacturer / Service Provider
Terex Utilities is a leading manufacturer of utility equipment. We are also a large provider of service and parts for the utility equipment industry.

We have a network of Account Managers across the majority of the United States with the exception of New England States and Florida. In these two areas we work through a third party distributor. The Account Managers covering the majority of the United States are our team members.

Bid Number: RFP 110421
Vendor Name: Terex Utilities
Table 3: Industry Recognition & Marketplace Success

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
</table>
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years | Forbes: "The Just 100: America's Best Corporate Citizens in 2016"
Arbor Age A+ New Products Award for the XT PRO Series of Tree Trimmers
Construction Equipment Top 100 Winner for the Hi-Ranger LTM Series |
| 19        | What percentage of your sales are to the governmental sector in the past three years | 15% |
| 20        | What percentage of your sales are to the education sector in the past three years | less than 5% |
| 21        | 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? | We currently only hold a contract with Sourcewell but are exploring other cooperative purchasing options. While exact sales dollars is confidential, cooperative purchasing has increased incrementally each of the last 3 years. Over the last 3 years, our Sourcewell utilization has increased 6% from 2019-2020, and from 2020-2021 an increase of 59%. Total utilization increase from this period of 2019-2021 is almost 2.5x |
| 22        | 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? | N/A |

Table 4: References/Testimonials

<table>
<thead>
<tr>
<th>Line Item 23</th>
<th>Supply reference information from three customers who are eligible to be Sourcewell participating entities.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td>North Texas Tollway Authority</td>
<td>Floyd Spencer - Fleet Manager</td>
</tr>
<tr>
<td>CoServ</td>
<td>Tim Meyer - Fleet Manager</td>
</tr>
<tr>
<td>Rusk County Electric Coop</td>
<td>Jim Dickson - Operations Superintendent</td>
</tr>
<tr>
<td>Seattle City Light</td>
<td>Dustin Atkin</td>
</tr>
</tbody>
</table>

Table 5: Top Five Government or Education Customers

<table>
<thead>
<tr>
<th>Line Item 24</th>
<th>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 volume from the past three years.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entity Name</td>
<td>Entity Type</td>
</tr>
<tr>
<td>Seattle City Light</td>
<td>Government</td>
</tr>
<tr>
<td>City of Tallahassee</td>
<td>Government</td>
</tr>
<tr>
<td>Los Angeles Department of Water and Power</td>
<td>Government</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Sales force.</td>
<td>Terex Utilities, along with distributors and rental partners Commercial Truck Equipment, JA Kiley Company, NESCO, Ring Power, Scott Powerline, Custom Truck One Source (CTOS) and Wajee continue to create the most comprehensive sales, rental and service offerings across North America for electric utility customers.</td>
</tr>
</tbody>
</table>
Our combined investments have an expansive network with a footprint of 20 factories and final-stage manufacturing locations, 60 service centers and 240 mobile hydraulic technicians – all working together to support our customers with shorter lead times on new equipment, outstanding rental availability, and the right parts and service support when and where they need it. We are committed and engaged with our partners to listen, understand and quickly provide innovative solutions for electric utility customers.

Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts.

From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.

Direct orders will be handled by Terex. Once the opportunity has been quoted and the customer approves to move forward, the Terex Territory Sales Manager (TSM) will receive a PO and/or signed Cover Sheet (1st page of quote) from the customer. The TSM will then submit the order internally for processing. Once the order has been processed, a Sales Order Acknowledgement will be created internally and provided to the TSM who will then pass this document to the customer. If the order comes from a Terex Dealer Partner, the order will be processed thru that respective dealer and Terex will be notified that the Sourcwell contract was utilized.

Terex Services offers a broad range of service solutions focused on keeping customers' equipment and their operators productive and safe. Terex Services has more than 200 factory-trained technicians and more than 20 factory branch locations to service Terex aerial devices, digger derricks, construction equipment, mobile cranes and Genie booms and lifts.

From inspections for compliance regulations, preventative maintenance work and general repairs to reconditioning, refurbishment and replacement parts, Terex Services provides quality work performed by factory trained technicians that are dedicated to increasing the uptime of your aerial work platform, construction, mobile crane and utility equipment.

Terex strives to continue to provide high-quality equipment and services (branch and field services) to all customers including both Sourcwell participating entities and non-participating in the United States and Canada. Terex TSM’s, Field Service Technicians, and Service Branches, along with our dealer partner network and their service capabilities, are devoted to supporting our customers and providing top-notch customer service. We strive to be the most customer-responsive company in the industry as determined by our customers. We are driven by our mission to provide solutions to our customers that yield superior productivity and return on investment. It is Terex commitment to serve all customers with the highest level of integrity.

Our dealer network in Canada has been an extension of Terex Utilities for many years. In 2016, Terex added two new factory dealer representatives covering Canada. Both of these representatives are familiar with the Sourcwell process and have been instructed to promote Sourcwell for the Canadian market as well.

Our sales and service network covers from coast to coast in the US and all the population centers of Canada.

Terex will fully serve all Sourcwell participating entity sector customers throughout the entire United States and through our dealer partners both in the United States and Canada.

Third parties are utilized for both Hawaii and Alaska.

Hawaii
DMS Diesel Repair, LLC
24 Railroad Ave
Hilo, HI 96720
Alaska
Seaside Diesel Repair
5741 Concrete Way
Juneau, AK
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>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.</td>
<td>Our Marketing strategy would be to assign ownership to an Account Manager who would take the lead role and provide direction to other Sales people located in areas where we expect to have the most interaction.</td>
</tr>
<tr>
<td>36</td>
<td>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</td>
<td>Terex Utilities currently has a Twitter account (<a href="http://www.twitter.com/TerexUtilities">www.twitter.com/TerexUtilities</a>), a Facebook account (<a href="http://www.facebook.com/TerexUtilities">www.facebook.com/TerexUtilities</a>), and also a LinkedIn account (<a href="http://www.linkedin.com/company/terexutilities">www.linkedin.com/company/terexutilities</a>). Each outlet is used to post articles and information about our products and services. Another tool we use is Pardot, which allows us to create, deploy and manage online marketing campaigns. Through our utilization of Pardot and Salesforce, we are able to drive greater results from service and equipment marketing campaigns.</td>
</tr>
<tr>
<td>37</td>
<td>In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</td>
<td>Sourcewell is currently part of our municipal and coop sales strategy. In every case possible we promote the value and simplicity of using Sourcewell to speed up or eliminate the bid process. In many cases we can convert the customer from going out to bid and use Sourcewell as a resource. Due to Sourcewell flexibility we have converted opportunities from using other state contracts to Sourcewell as well.</td>
</tr>
<tr>
<td>38</td>
<td>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.</td>
<td>Replacement Parts for Terex Utilities are available for purchase through an online e-commerce platform shared with our AWP (Genie) division. Customer's with (B2B) or without (B2C) an account for either product line can be setup with online access. This provides live price and availability and access to placing orders from our parts catalog through both of our North American distribution hubs (Southaven, MS &amp; North Bend, WA). The system also offers access to shipment tracking and invoicing. Accounts can also be configured to receive email acknowledgements and shipping confirmations to the individual that placed the order. <a href="http://www.myparts.terex.com">www.myparts.terex.com</a> (B2C) <a href="http://www.paris.terex.com">www.paris.terex.com</a> (B2B)</td>
</tr>
<tr>
<td>Line Item</td>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-----------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>39</td>
<td>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</td>
<td>Terex offers onsite unit specific mechanic training tailored to the needs of the customer. We also offer operator training ranging from unit in-services to our Digger Derrick and Aerial Device Edge Operator Safety Training Programs. We also offer an extensive online course selection which includes: Aerial Inspections, Digger Derrick Inspections, Delecric Testing, Driver Safety Training, Hydraulic Troubleshooting, Aerial Edge Operator Safety Training and Digger Derrick Operator Safety Training programs. Additionally we also offer Tech-Tips which take a technician step-by-step through numerous maintenance procedures on our public website.</td>
</tr>
<tr>
<td>40</td>
<td>Describe any technological advances that your proposed products or services offer.</td>
<td>Terex builds its reputation on reliability and not just having technological advances but making those technologies robust enough for the environment they are applied into. It is easy to make technological advances it is harder to make them reliable able to stand over time. That is where Terex excels. Terex continues to offer product innovations for safety, performance, green energy, and maintenance.</td>
</tr>
<tr>
<td>41</td>
<td>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.</td>
<td>Terex has been down the road of high cost highly complex “Green” technology that provides very little theoretical payback and many times a net negative payback in actual practice. Terex has evolved in our outlook on “Green” Initiatives and in 2015 began developing the HyPower IM system. The HyPower IM system utilizes plug in battery power to do what batteries do best, eliminate idle, but relies on the engine for it to do what it does best and that is move the truck and booms. Terex realized a lower cost, lower weight, less complex system could be developed which eliminated a large part of the fuel burn and carbon emissions as well as noise in the duty cycle of equipment used in utility applications. It was developed around the simple idea of providing the customer the most advantages for the least cost and complexity and achieving a balance which would actually provide an economic benefit for the customer. In 2017 Terex made the decision that it would be the only &quot;Green&quot; system we would offer our customers going forward. In 2019, Terex partnered with Viatec to offer a new version of the HyPower system that operates completely independent from the chassis engine. The latest HyPower system can be upgraded with a variety of change options and battery sizes. This new system provides real time feedback to the operator for idle hours mitigated, battery life, emissions saved. Terex opened a new manufacturing facility in 2020 that includes an onsite storm water treatment basin and drought resistant plantings, which include approximately 2,000 perennials and shrubs and prairie grass that is supportive of storm water infiltration and pollinator habitat. • The new facility also utilizes LED fixtures, which have around 54% energy savings and LED Site poles, with around 70% energy savings. Terex works to meaningfully reduce waste and foster a culture of conservation. We continually work to identify waste reduction, recycling and re-use opportunities.</td>
</tr>
<tr>
<td>42</td>
<td>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, lifecycle design (cradle-to-cradle), or other green/sustainability factors.</td>
<td>N/A.</td>
</tr>
<tr>
<td>43</td>
<td>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.</td>
<td>Terex Utilities is committed to providing accredited diverse business enterprises (&quot;DBEs&quot;), such as women, minority and service-disabled veteran owned businesses, maximum practicable opportunity to participate in providing products and services to Terex Utilities. By diversifying our supplier base, we enhance competition and innovation among our suppliers, which helps us to provide our customers with safe, reliable, and market competitive products. Terex Utilities has set a 5% goal on average for spending with DBEs. Terex Utilities achieves this goal through a supplier selection process focusing on local businesses, businesses in close proximity to our manufacturing facility, national DBE public web sites, and those suggest by our customer base.</td>
</tr>
<tr>
<td>44</td>
<td>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?</td>
<td>Terex equipment is unique in that we traditionally have not cut corners when it comes to designing our equipment. Our welded derrick boom sections are the hardest boom in the industry to fabricate but provide the strongest strength to weight ratio. The same can be said for our rectangular, tapered fiberglass booms. All of our fiberglass booms are designed to maintain a strong bond with the steel which means they are many times stronger than required to meet industry required safety factors. This cost more money and takes more time but provides a much superior product that will maintain bonding and strength for the life of the equipment when used as designed. This has been the way our products have designed and built going back to the 1950's and a proud tradition we carry on today.</td>
</tr>
</tbody>
</table>
Table 9: Warranty

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Do your warranties cover all products, parts, and labor?</td>
<td>Yes. See uploaded reference document, &quot;TUFM 1050 Limited Product Warranty 1&quot; and &quot;Terex Utilities, Terms &amp; Conditions of Sale, U.S.&quot;.</td>
</tr>
<tr>
<td>46</td>
<td>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</td>
<td>All of our models are designed with intended use. If damage looks to be outside of normal use/wear and tear, communication is started with the customer to come to a resolution. See uploaded reference document, &quot;TUFM 1050 Limited Product Warranty 1&quot; and &quot;Terex Utilities, Terms &amp; Conditions of Sale, U.S.&quot;.</td>
</tr>
<tr>
<td>47</td>
<td>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</td>
<td>Standard warranty coverage includes 90 days of travel time and mileage, initiating at time of equipment delivery or vehicle in-service.</td>
</tr>
<tr>
<td>48</td>
<td>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?</td>
<td>Terex has both certified field services technicians and service branches and leverages the field service and branch support of our dealer partners.</td>
</tr>
<tr>
<td>49</td>
<td>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?</td>
<td>See uploaded reference document, &quot;TUFM 1050 Limited Product Warranty 1&quot; and &quot;Terex Utilities, Terms &amp; Conditions of Sale, U.S.&quot;. For equipment and install related items, Terex will cover the warranty. For chassis related issues, the OEM is responsible to provide warranty service.</td>
</tr>
<tr>
<td>50</td>
<td>What are your proposed exchange and return programs and policies?</td>
<td>Terex does not accept returns or exchanges of equipment. If a situation arises where a potential issue occurs, the situation will be reviewed and resolved via offering product training, field service, branch service, technical assistance, and will work with the customer on a mutually beneficial solution.</td>
</tr>
<tr>
<td>51</td>
<td>Describe any service contract options for the items included in your proposal.</td>
<td>Terex proposes a discounted hourly labor rate of services provided by Terex Branch and Field Service Technicians, included as an option in the RFP. Please see the uploaded document, &quot;2022 Sourcewell Hourly Labor Rates&quot;.</td>
</tr>
</tbody>
</table>

Table 10: Payment Terms and Financing Options

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>Describe your payment terms and accepted payment methods?</td>
<td>For Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on not thirty (30) days from the date that payment was due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller in labor or materials, or in the event of unanticipated or unforeseen circumstances.</td>
</tr>
<tr>
<td>53</td>
<td>Describe any leasing or financing options available for use by educational or governmental entities.</td>
<td>We offer Finance and Leasing solutions through our Terex Financial Services. We can provide loans, fair market value leases, TRAC or Split TRAC Leases, Capital Leases. See uploaded &quot;Financial Solutions&quot; pdf.</td>
</tr>
<tr>
<td>54</td>
<td>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.</td>
<td>Quote includes a cover sheet to be executed with signature, date, and total dollar amount. This quote also includes the terms and conditions. For a new account, customers will be required to provide a WB and fill out a Customer Information Form. See uploaded documents, &quot;Cover Sheet Example&quot; and &quot;Terex Utilities, Terms &amp; Conditions of Sale, U.S.&quot;.</td>
</tr>
<tr>
<td>55</td>
<td>Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?</td>
<td>Terex does accept the P-card procurement and payment process. The Sourcewell participating entity would be subject to a 2% for most P-Cards, but 3.25% for AmEx.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Line</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>56</td>
<td>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.</td>
<td>See provided pricing sheet for units and service.</td>
</tr>
<tr>
<td>57</td>
<td>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 MBRP or list, state the percentage or percentage range.</td>
<td>Percentage range of discount is 2-5% (not including chassis).</td>
</tr>
<tr>
<td>58</td>
<td>Describe any quantity or volume discounts or rebate programs that you offer.</td>
<td>A Sourcewell discount has been applied to the sale price of the units indicated in the attached document.</td>
</tr>
<tr>
<td>59</td>
<td>Propose a method of facilitating &quot;sourced&quot; products or related services, which may be referred to as &quot;open market&quot; items or &quot;nonstandard options&quot;. For example, you may supply such items &quot;at cost&quot; or &quot;at cost plus a percentage.&quot; or you may supply a quote for each such request.</td>
<td>We facilitate these requests by adding &quot;open market items&quot; based on cost plus percentage. A quote is provided for &quot;open market items&quot;.</td>
</tr>
<tr>
<td>60</td>
<td>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.</td>
<td>Chassis pricing has been excluded from our pricing response due to challenges acquiring/availability of chassis and related chassis pricing in the current marketplace.</td>
</tr>
<tr>
<td>61</td>
<td>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</td>
<td>Delivery included in the Sourcewell contracted price with exception to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.</td>
</tr>
<tr>
<td>62</td>
<td>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</td>
<td>Additional charges apply for delivery to Alaska, Hawaii, Canada, or any offshore delivery. These costs would be determined at time of final quote to customer.</td>
</tr>
<tr>
<td>63</td>
<td>Describe any unique distribution and/or delivery methods or options offered in your proposal.</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Table 12: Pricing Offered

<table>
<thead>
<tr>
<th>Line</th>
<th>The Pricing Offered in this Proposal is:</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>64</td>
<td>d. other than what the Proposer typically offers (please describe).</td>
<td>Terex pricing offered in this proposal is based on specifications developed specifically for Sourcewell participating entities.</td>
</tr>
</tbody>
</table>

Table 13: Audit and Administrative Fee

<table>
<thead>
<tr>
<th>Line</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>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.</td>
<td>When an opportunity is first opened, the account manager selects &quot;Sourcewell&quot; when inputting in the information triggering the RFQ to use our contract pricing. Terex has one point of contact when it comes to Commercial Terms and another coordinator that tracks the invoicing thru our CRM system. Our system and process has been effective and reporting has been consistently provided to Sourcewell each month and quarterly under the current contract. Sourcewell metrics are tracked through our internal CRM system that provides us information such as past history, # of new opportunities, wins, rate, and more.</td>
</tr>
<tr>
<td>66</td>
<td>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.</td>
<td>Terex proposes a 1% administrative fee to Sourcewell.</td>
</tr>
<tr>
<td>67</td>
<td>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.)</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Line</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>68</td>
<td>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</td>
<td>Insulated Aerial Devices, Digger Demics, Repair Service, and Inspections</td>
</tr>
<tr>
<td>69</td>
<td>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</td>
<td>Terex Utilities can provide multiple types of equipment and services to Sourcewell members. We are a dealer for multiple service body manufacturers and can ship these at multiple locations across the US and Canada. We also tailor a service and inspection programs to maintain a safe operating fleet.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Category or Type</th>
<th>Offered</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms</td>
<td>Yes</td>
<td>Telescopic, articulated, and boom aerial lifts, buckets, and platforms.</td>
</tr>
<tr>
<td>71</td>
<td>Digger derricks, and cable placing, pulling, and tensioning equipment</td>
<td>Yes</td>
<td>Digger derricks</td>
</tr>
<tr>
<td>72</td>
<td>Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers</td>
<td>Yes</td>
<td>Digger derricks and auger tooling for various drilling conditions.</td>
</tr>
<tr>
<td>73</td>
<td>Utility locating equipment</td>
<td>Yes</td>
<td>N/A</td>
</tr>
<tr>
<td>74</td>
<td>Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72</td>
<td>Yes</td>
<td>Repair Services, Equipment Remounts</td>
</tr>
</tbody>
</table>

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

Pricing - Pricing.zip - Thursday November 04, 2021 11:50:37
Financial Strength and Stability - Financial Strength and Stability.zip - Monday November 01, 2021 14:01:06
Marketing Plan Samples - Marketing Plan_Samples.zip - Monday November 01, 2021 14:02:47
WMBE/MBE/SBE or Related Certificates - DBE figures YTD 2021.xlsx - Wednesday November 03, 2021 10:06:31

Bid Number: RFP 110421
Vendor Name: Terex Utilities
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’s 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/sdlist.pdf.

   2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/.

   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. - Michael Lenling, Territory Sales Manager, Terex Utilities, Inc.

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.

Bid Number: RFP 110421

Vendor Name: Terex Utilities
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

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Bid Number: RFP 110421

Vendor Name: Terex Utilities