

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 08/04/26

Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Altec Industries, Inc. for public utility equipment with related accessories and supplies for the Nashville Department of Transportation and Multimodal Infrastructure.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____

Funding Source: ☐ Capital Improvement Budget
☐ Capital Outlay Notes
☐ Departmental/Agency Budget
☐ Funds to Metro
☐ General Obligation Bonds
☐ Grant
☐ Increased Revenue Sources

Match: \$ _____

☐ Judgments and Losses
☐ Local Government Investment Project
☐ Revenue Bonds
☐ Self-Insured Liability
☐ Solid Waste Reserve
☐ Unappropriated Fund Balance
☐ 4% Fund

Other: _____ 7/26/2026 | 12:47 PM CDT

Date to Finance Director's Office: _____

Approved by OMB: Daniel Harden

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Jennine Reed/mjw**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Altec Industries, Inc. for public utility equipment with related accessories and supplies for the Nashville Department of Transportation and Multimodal Infrastructure.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Altec Industries, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Nashville Department of Transportation and Multimodal Infrastructure but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota local governmental agency, and Altec Industries, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward

Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

C2026117

Wednesday, June 24, 2026



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? William Robinson / Andrew Tinsley

What is your department? NDOT / General Services

What is your email address? andrew.tinsley@nashville.gov

What is your phone number? (615) 862-6787

In addition to your department, will other Metro departments be utilizing this cooperative? Yes.

If other Metro departments will be utilizing this cooperative, list them here: Metro-Wide

How much do you estimate spending on this cooperative contract? 2,500,000

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? State of Minnesota

Who is the supplier? Altec Industries

Is the supplier registered in iSupplier? Yes.

If yes, what is the supplier's ISN? 1010311

What is the contract number?

091125-ALT

When did the contract start?

Thursday, April 9, 2026

When does the contract end?

Tuesday, April 9, 2030

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Digger derricks, bucket trucks, and utility equipment

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

This is replacing systematic agreement 6539437 for Sourcewell Cooperative #110421-ALT. Continued use of this contract will allow Metro access to equipment, goods and services that have been competitively bid by another agency, affording Metro increased availability and competitive pricing.

Upload the original contract from the lead agency.



Altec Contract 091125.pdf



Altec 091125-ALT pricing sheet PDF.pdf



Comment and Review-Public Utility Eq... .pdf



Prop. Eval.-Public Utility Equipment 09... .pdf



Prop. Opening Record-Public Utility Eq... .pdf



Board Resolutions.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

**Upload the formal solicitation
(RFP/ITB) from the lead agency.**



RFP and Addendum-Public Utility Equi... .pdf

**This solicitation was advertised, open,
and unrestricted.**

Yes.

**I have confirmed with both my
department finance manager and/or
OMB budget analyst sufficient fund
availability for this request.**

Yes

**I affirm that I am authorized by the
appropriate individuals in my
department, including my director or
their designee, to submit this
cooperative request.**

Yes



Cooperative Request Review

This cooperative request for **digger derricks, bucket trucks, and utility equipment from Altec Industries via Sourcewell contract #091125-ALT** is recommended for approval.

The anticipated project value is **\$2,500,000.00**. The estimated savings to Metro via this cooperative are **\$115,071.00**

The cooperative was requested by **NDOT**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 22 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**4% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$115,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
6/30/2026



Cooperative Request Signature Form

Co-Op Request Number	C2026117
Date Received	June 30, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Michelle A. Hernandez Lane *MAH*
Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

7/6/2026 | 9:42 AM CDT
Date Signed





Altec #091125-ALT

Pricing for contract 091125-ALT offers Sourcewell participating agencies the following discounts:

- Up to 3% discount off MSRP depending on the model
- An additional 1% discount is offered for purchases of identical trucks of 10 or more ordered at the same time



RFP #091125
REQUEST FOR PROPOSALS
for
Public Utility Equipment with Related Accessories and Supplies

Proposal Due Date: September 11, 2025, 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 procurement 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.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 11, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 24, 2025
Pre-proposal Conference:	August 21, 2025, 1:00 p.m., Central Time
Question Submission Deadline:	September 3, 2025, 4:30 p.m., Central Time
Proposal Due Date:	September 11, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 11, 2025, 4:30 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 master agreement 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 (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), 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 master agreement expanding the reach of awarded 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 MASTER AGREEMENTS

In the United States, Sourcewell's master agreements 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.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [[Political Subdivision List - Oregon, Utah, and Virginia](#)].

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;

- 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; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - 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; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

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 master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements 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 addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

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

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

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 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, school district, or 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. Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.;
 - ii. Digger derricks;
 - iii. Cable placing, pulling, and tensioning equipment; and,
 - iv. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
 - b. Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 1. a. 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. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221);
- b. Trailers with Related Equipment, Accessories, and Services (RFP #092922), except the trailer-mounted solutions identified in subsections 1.a. i.-iv. above;
- c. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723);
- d. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223);
- e. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #082923);
- f. Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services (RFP #032824);
- g. Forklifts, Lift Trucks with Related Products and Services (RFP #053024); and
- h. Underground Infrastructure Inspection and Rehabilitation Equipment with Related Services (RFP #080525).

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-only 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.

Sourcwell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. 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 master agreement.

Sourcwell encourages suppliers to offer 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 Sourcwell 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. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 170M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement 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 master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements 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. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each

such proposal must be prepared independently and without cooperation, collaboration, or collusion.

3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. 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.
5. 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.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement 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 service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement 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 master agreement 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 agreed upon 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 awarded a master agreement are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all 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. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement 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 Master Agreement 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 identify any exception, or to request any modification, to Sourcewell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. 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 master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcewell's sole discretion, the master agreement 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 procurement process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor 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 Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor 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:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and

3. 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 Vendor 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 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 master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 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 in the Sourcwell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcwell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcwell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcwell to award one or more master agreements 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 Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

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

B. AWARD(S)

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

Sourcwell 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 Sourcwell Evaluator Scoring Guide (a copy is available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcwell’s Executive Director, and delivered to the Sourcwell 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, and time stamped at the Sourcwell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcwell’s notice of master agreement award(s) or non-award. 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 protester;
- 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 master agreement, 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 master agreements 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 master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement 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 Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.



8/04/2025

Addendum No. 1

Solicitation Number: RFP 091125

Solicitation Name: Public Utility Equipment with Related Accessories and Supplies

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

Question 1:

Can a product be offered in more than one supplier's bid response? I.e., can a manufacturer be represented in more than one bid response?

Answer 1:

The Sourcewell RFP is an open and competitive solicitation process. A proposer is allowed to propose the entire line of products and services falling within the requested equipment, products or services for this solicitation as described in RFP Section II. B. Proposals will be evaluated, and award/non-award determinations will be made, based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 091125 posted to the Sourcewell Procurement Portal on 8/04/2025, is required at the time of proposal submittal.

**MASTER AGREEMENT #091125****CATEGORY: Public Utility Equipment with Related Accessories and Supplies****SUPPLIER: Altec Industries, Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Altec Industries, Inc., 210 Inverness Center Drive, Birmingham, AL 35242 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 9, 2030, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 091125 to Participating Entities. In Scope solutions include:
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. Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.;
 - ii. Digger derricks;
 - iii. Cable placing, pulling, and tensioning equipment; and,
 - iv. Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers.
 - b. Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 1. a. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

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

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

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

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

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

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

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.
- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

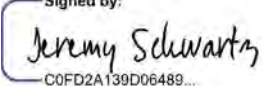
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

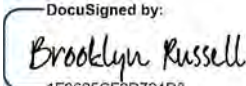
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Altec Industries, Inc.

Signed by:

 C0FD2A139D06489....
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/7/2026 | 12:54 PM CDT

DocuSigned by:

 1F0625CF2D724D8...
 By: _____
 Brooklyn Russell
 Title: Contract Specialist
 Date: 4/7/2026 | 9:25 AM PDT

RFP 091125 - Public Utility Equipment with Related Accessories and Supplies

Vendor Details

Company Name: Altec Industries, Inc.

Does your company conduct business under any other name? If yes, please state: Global Rental Co Inc, JJ Kane Auctioneers, Altec Capital, Altec Supply, Altec Sentry, Altec Service

Address: 210 Inverness Center Dr.

Birmingham, AL 35242

Contact: Brooklyn Russell

Email: contractmanagement@altec.com

Phone: 270-699-1021

HST#:

Submission Details

Created On: Wednesday July 30, 2025 11:34:18

Submitted On: Tuesday September 09, 2025 14:10:15

Submitted By: Brooklyn Russell

Email: contractmanagement@altec.com

Transaction #: 4cd15de1-fed6-46ca-a167-1226bbf29c26

Submitter's IP Address: 147.243.202.210

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Altec Industries, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Altec Capital Services Altec Service Altec NUECO Altec Sentry Altec Supply A Aerial Altec Fenex Altec Teupen Altec Air	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1CER8	*
5	Provide your NAICS code applicable to Solutions proposed.	333120 Construction Machinery Manufacturing 423830 Industrial Machinery and Equipment Merchant Wholesalers 811310 Commercial and Industrial Machinery and Equipment Repair & Mtce 332999 All Other Miscellaneous Fabricated Metal Product Manufacturing 335999 All Other Miscellaneous Electrical Equipment and Component Manufacturing 333999 All Other Miscellaneous General Purpose Machinery Manufacturing 532120 Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing 532412 Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing 423110 Automobile and Other Motor Vehicle Merchant Wholesalers 423140 Motor Vehicle Parts (Used) Merchant Wholesalers 441229 All Other Motor Vehicle Dealers 441310 Automotive Parts and Accessories Stores	
6	Proposer Physical Address:	Altec Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242	*
7	Proposer website address (or addresses):	www.altec.com https://www.jjkane.com/ https://www.altec.com/altec-capital/ https://www.altec.com/service/ https://connect.altec.com/store http://www.altec.com/altec-nueco https://www.altec.com/safety/ https://www.altec.com/altec-parts/ https://www.altec.com/products/teupen-backyard-lifts/ https://www.altec.com/products/altec-fenex https://www.altecair.com/	*
8	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):	Brooklyn Russell Contract Specialist brooklyn.russell@altec.com 270-699-1021	*

9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooklyn Russell Contract Specialist brooklyn.russell@altec.com 270-699-1021	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	contractmanagement@altec.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Altec is a leading provider of products and services to the public utility, electric utility, telecommunications, tree care, lights and signs, and contractor markets. Altec Inc. is the holding company for Altec Industries, Inc., Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Service, Altec Spray Equipment, Altec Fenex and Altec Air. We deliver products and services in more than 100 countries throughout the world. Please see 'Company Information - Altec Subsidiary Information - 2025' for an overview. Since 1929, Altec has been a company committed to excellence in the industry of Public Utility Equipment. Our products are the industry leaders and consistently raise the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec continues to pursue a singular business philosophy: To be recognized by customers as the preferred supplier of products, services and solutions in all markets we serve. Our values sustain that vision, our goals build upon it and our associates help us to achieve it. Altec's values are the cornerstone of our corporate culture, and every associate is considered an integral part of Team Altec. The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order): · Customer first · Enjoyment of work · Family · Financial stability · Integrity · People are our greatest strength · Quality · Spiritual development · Teamwork	*
12	What are your company's expectations in the event of an award?	In the event of an award, Altec's expectations are centered around partnership, performance, and impact. We aim to: - Strengthen our collaboration with Sourcewell and its network by actively participating in cooperative purchasing programs and aligning our solutions with their evolving needs. - Expand our presence within government business sectors by delivering industry-leading hydraulic equipment and support services tailored for public agencies. - Build long-term trust through consistent product reliability, responsive customer service, and transparent communication with Sourcewell members. - Position ourselves as the preferred supplier, known not only for quality and innovation, but also for our proactive engagement in solving operational challenges faced by member agencies. Our commitment goes beyond sales; we view this award as a shared opportunity to foster enduring relationships, support public sector excellence, and contribute meaningfully to Sourcewell's mission.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 96 years (since 1929) under the same family ownership. As a privately held organization, we do not provide detailed financial information. However, we have attached a letter to be to provide further insight into our company's financial strength and stability to provide for and support our customers. Please reference 'Financial Strength Letter-2025'.	*
14	What is your US market share for the Solutions that you are proposing?	Altec maintains a market share of approximately 70% for our core products and a market share of approximately 30% for non-core products. Altec is always focused on ways to continue to better serve our customers.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Altec holds a Canadian market share of approximately 20%.	*

16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Altec Industries, Inc. affirms that neither it nor any identified Responsible Party has filed for or been involved in any bankruptcy proceedings, whether current or completed, within the past seven (7) years. Furthermore, Altec acknowledges its obligation to notify Sourcwell in writing should it enter into any bankruptcy proceeding at any time during the pendency of this RFP evaluation.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Altec operates as a manufacturer with a dedicated direct sales force, comprised entirely of Altec employees. Our team provides comprehensive coverage across all 50 states, Canada, and more than 100 countries worldwide. Similarly, our service force, including both mobile service and service center personnel, consists exclusively of direct Altec employees. As a company, we specialize in direct sales, service, and manufacturing, and do not utilize a dealer network. For further details, please refer to the attached documents: "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations."	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Altec Industries holds all credible licenses and certifications necessary for providing goods and services referenced in this RFP (related to OSHA/ANSI/ASME standards for manufacturing). Altec is ISO 9001:2015 certified for Technical sales, application engineering, procurement, materials, final assembly, product creation, manufacturing, quality, and general processes related to production of electronic components, fiberglass structures, the final assembly of utility equipment, and the production of aerial devices and digger derricks at Altec's Main campus located at 2106 Riverside Rd, 5001 E. 36 Hwy, and 5030 E. 36 Hwy, Saint Joseph, MO. • Technical sales, application engineering, materials, final assembly, manufacturing, product creation, and quality processes related to the production of specialty utility equipment at 3907 S. 48th Terr, Saint Joseph, MO. • Manufacturing and quality processes related to the production of fiberglass structures, electronic components, and final assembly at 1009 Vernon Rd, Wathena, KS. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. Please see attached 'ISO Cert Memo'. Employees at all Altec's manufacturing facilities hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses. Account Managers who specialize in our Crane product lines are required to become Certified Operators every 5-years, through our Sentry Operator Certification training program. Altec Industries, Inc. can provide certification for equipment operators through our Sentry training program. Altec employees hold Motor Vehicle Dealer Licenses in each state where applicable. All facilities employ the Altec Production System which features the Kanban system of lean manufacturing.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Altec has never been suspended or disbarred.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	- Occupational Health & Safety Industrial Hygiene Award for Mobile Apps: Altec Sentry Microlearning in 2023. - Altec has been recognized as a top supplier for Avista, a US-based energy company serving eastern Washington, northern Idaho and parts of southern and eastern Oregon. Each year, Avista uses a scorecard to rigorously rate suppliers' customer service and value provided to the company. Altec has been recognized as supplier of the year for each year 2020-2022.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Less than 10% of our sales are to the government.	*
22	What percentage of your sales are to the education sector in the past three years?	Less than 1% of our sales are to the education sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell Contract under Altec Industries, Inc. - 110421-ALT: Anticipated AVG ~\$70+MM Sourcewell Contract under Global Rental - 040924-ALT: AVG ~ \$26MM Sourcewell Contract under JJ Kane - 111424-JJK: estimated \$800,000+ annually Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM State of Maryland PA: Over \$1MM	*
24	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?	GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles Department of Water and Power (Member # 40257)	Dennis Luker	818-771-3616	*
Broward County	Bernalt Velasquez	305-794-2051	*
Fayetteville Public Works Commission Account #47197	John McColl	910-237-0865	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Altec maintains a direct sales force of over 200 professionals committed to serving government and commercial clients within their designated territories. These territories are strategically assigned according to customer density, and our representatives reside within their regions to ensure comprehensive support. Our Account Managers focus exclusively on engaging with customers, providing consultation, and addressing client requirements. The products outlined in this RFP are central to our clients and industry, enabling our Account Managers to deliver specialized expertise to Sourcewell members regarding product advantages and applications. Altec's Sourcewell contract is the preferred channel for serving our government clients. Additionally, there is a clear distinction between our sales and service operations, ensuring no functional overlap.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Altec is a factory direct sales and service company. Altec does not use dealer nor distributor networks. The only authorized sellers of Altec equipment are Altec Inc. subsidiaries.	*
28	Service force.	All employees in our Service Force are employed by Altec Industries. Altec has 50 Service Centers located throughout the United States, Canada and Puerto Rico staffed with over 400 shop technicians. These facilities are equipped with the tools, equipment, and certified hydraulic technicians needed to get your Altec unit up and running as soon as possible. The Altec Service Group employs over 300 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers. Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage. There is no overlap in our sales and service functions. Please see attached map "Company Information - Altec Service Centers and Mobile Service Locations" that illustrate our service force coverage, and locations for our service centers.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Altec handles all quotes and orders directly. A quote will be created based on customer needs and requirements, and an order can be sent to Altec Account Manager from customer in response to the quote. All purchase orders are processed by Altec, as we are a factory direct company. We prefer a process where Sourcewell members issue purchase orders directly to us. Our Sourcewell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcewell. This process is the responsibility of a team at our corporate office with visibility of our world wide operations. Customers are also currently able to request quotes via our website, www.altec.com or through Buy Sourcewell. Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When you purchase from Altec, you invest in a relationship that spans the life of the equipment. Altec Service Group backs up this promise with the most complete and comprehensive service and support organization in the industry. We also offer the most complete line of parts for equipment repair and maintenance, along with a technical support and training organization to train, educate, and problem solve. As the only authorized dealer of genuine Altec replacement parts, you can be assured that you will receive parts that meet the required Altec Quality and Engineering standards. Our dedicated line for parts / service / sales needs is 877-GO-ALTEC, it is available 24 hours a day. Our objective is to answer all parts calls in under 10 seconds. We have 35 parts experts with more than 300 years of combined experience taking parts calls. We hold 29,000 active items on hand, and 92.5% of product lines ship within 24 hours. Customers will never be sent to voicemail when calling 877-GO ALTEC for parts support. Additionally, a customer's Account Managers will be available via their cell phones and email whenever needed, and during periods of natural disaster, Altec will move resources into areas affected to provide parts and service work faster. We also offer Altec Connect, a more customer-focused experience that will allow our customers to view and search fleet information, order replacement parts and view APNs and service requests. In conjunction with the new Supply Store, Altec is dedicated to serving as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. https://www.altec.com/altec-connect .	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Altec proposes to service the entire United States and Canada (with capabilities to service Internationally).	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Altec proposes to service all Sourcewell members.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Altec will not have contract requirements or restrictions on Sourcewell members located in Hawaii, Alaska, or US Territories. The only difference in quoting will be additional shipping cost when a machine needs to travel via Ocean Freight.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Altec proposes to service all Sourcewell members including nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The Altec/Sourcwell marketing plan will include the development of printed marketing materials, press releases, advertisements, web-based marketing, and the attendance of trade shows. While in attendance at trade shows with substantial Sourcwell eligible customers present, Altec will bring a vehicle (when permitted) and display Sourcwell promotional material such as flags and flyers. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached 'SW Value Flyer,' 'Capital Sourcwell Flyer', and 'Sourcwell Trifold'. In addition to these print materials, online materials such as 'Website Article Example' and 'Altec Sourcwell Website Page'. Our Account Managers possess a strong understanding of the contract and its applications, making them a pivotal component of our marketing strategy as they interact with customers daily regarding their equipment requirements. Altec employs a dedicated National Sales Training team, which delivers foundational sales training programs to all new sales associates, including both Account Managers and Technical Sales Specialists. The Sourcwell contract is incorporated into this training curriculum, with specific time allocated for its review. Subsequently, focused web-based training modules and e-courses offer procedural instruction for these sales scenarios and serve as ongoing education for associates with more than two years of experience. These resources are available 24/7 through Altec's internal Sales Resource Center, as detailed in the "Marketing Plan - Internal Altec Resources." Additionally, Altec maintains a Government Sales team responsible for overseeing all federal, state, and cooperative contracts. This team acts as subject matter experts, providing immediate support to field associates as needed. Working alongside the newly established Contracts Steering Committee, the Government Sales team regularly communicates updates on contract changes, improvements, and regulatory matters to the National sales force.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Website data provides Altec's marketing and IT teams with insights into customer activity and website performance within a single tool. From the marketing standpoint, this data enables analysis of how content moves users and customers through the sales funnel and its impact on lead generation. The information also assists in validating whether the content supports traditional sales teams with accurate details for customers making purchasing decisions. From the IT perspective, the data is used to examine aspects such as mobile usage, operating systems, and load times. These findings guide decision-making regarding priorities for initiatives to develop Altec's digital presence. Additionally, Altec maintains a social media presence on platforms including Facebook and other social networks, where there are over 255,000 likes and follows.	*
39	In your view, what is Sourcwell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcwell-awarded agreement into your sales process?	Altec's experience has been that Sourcwell provides numerous opportunities for promotion of our products via their own web traffic, tradeshow attendance and printed marketing materials. We hope this level of support will continue with this new RFP. Our Sourcwell contract is integrated into our sales process as the preferred method of using Cooperative Purchasing. Our sales team is required to complete training on Sourcwell and cooperative purchasing, and new members of our team attend live training that details the contract and internal processes.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Altec Connect delivers an enhanced, customer-centric platform that enables users to access and search fleet information, order replacement parts, and view APNs as well as service requests. Together with the new Supply Store, Altec is committed to serving as a comprehensive online resource for ordering tools, supplies, accessories, replacement parts, and for efficiently managing fleet data. This system has received positive feedback from our clientele, including governmental and educational institutions, as it consolidates multiple services into a single point of access for unit-specific details, replacement parts, tools, accessories, and service records. Altec administers federal customer solicitations and RFQs through platforms such as the GSA E-buy system, FedBid, and various other public sites. While purchase orders (POs) continue to be issued manually by respective contracting officers, these venues provide a standardized framework for RFQ submissions. Customers may also request new or used equipment quotes, as well as rental and leasing options, via our website and through Buy Sourcwell portals.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
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41	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.	Upon delivery of a Sourcewell member's completed equipment, the local Altec Account Manager provides an on-site equipment orientation with the appropriate operators. This In-Service is provided free of charge. In addition, each truck is delivered with two (2) sets of operator and maintenance/parts manuals. Within the equipment manuals, the standard features, safe operation, maintenance and repair information are covered. These are all provided free of charge. Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free for no additional fee. Altec Sentry offers a variety of Instructor-Led courses for aerials, derricks and cranes. These OSHA and ANSI compliant courses aid in the fulfillment of employer training requirements. Many programs offer both Operator and Train-the-Trainer Formats. Additional costs apply based on duration of training, size of class, travel time for instructor, etc. These additional offerings can be found at https://www.altec.com/safety/ for more information The following Instructor-Led Trainings are Available: • Insulating Aerial Device • Non-Insulating Aerial • Tree Care Aerial Device • Bucket Rescue • Digger Derrick • Backyard Digger • Crane • Woodchipper Altec Sentry also offers more than 80 online courses for cranes, aerial devices, digger derricks and chippers. Through a simple dashboard and storefront, operators can receive ANSI and OSHA-compliant General Training and Familiarization without the need for traditional classroom sessions. Other Altec Training options (additional costs apply): • Customized Altec equipment hydraulic maintenance training • International Fluid Power Society (IFPS) Certification training (testing provided by third party) • NCCCO certification programs for operators of mobile cranes and digger derricks	*
42	Describe any technological advances that your proposed Solutions offer.	Altec products set industry standards through innovative engineering, integrated safety mechanisms, and an ongoing commitment to comprehensive customer satisfaction. This dedication is demonstrated by technological advancements including: • Fiber Optic Controls • The Lanyard Detection System enhances operational safety by helping ensure line workers are secured to equipment before conducting tasks from the platform. This feature serves as an operator aid by prompting users to attach their lanyard prior to working at height, thereby mitigating the risk of falls (available on select models). • The Altec Load Monitoring System (ALMS) delivers real-time visual and audible feedback regarding the percentage of rated load on the boom and/or platform. By reliably monitoring the aerial device's load capacity, ALMS helps prevent accidents and promotes safer job site practices (available on select models). • JEMS (Jobsite Energy Management System) includes an integrated plug-in system utilizing stored electrical energy to power both aerial devices and tools, offering exportable power and cab comfort via Lithium-Ion batteries (available on select models). • Advanced paint systems Additionally, Altec implements numerous strategies to support safer and more efficient operations for its customers.	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Altec serves as an industry leader in sustainability and remains committed to responsive collaboration and solution development. We recognize the significant challenges and opportunities encountered by our customers and strive to address environmental and community responsibilities effectively. Altec's commitment is reflected through the establishment of multiple sustainability initiatives: • Industry's First Green-Focused Facility. Located in Dixon, CA, Altec products are manufactured in a plant that features state-of-the-art sustainable construction that exceeds Title 24 energy and lighting codes. Altec received significant guidance and support on the development of this new green-focused facility from two of its customers - Pacific Gas & Electric Company (PG&E) and Southern California Edison. The new facility in Dixon allows Altec the opportunity to increase manufacturing of our Green Fleet line of products-the industry's leading energy-saving utility vehicles. Customer PG&E and Altec are in partnership to develop innovative, technologically advanced Green Fleet utility vehicles. These energy efficient Green Fleet vehicles provide a safer work environment for utility crews; significantly reduce emissions, and lower vehicle operating costs while extending vehicle life. • Meeting Customer Needs. The Green Fleet product line is designed to reduce fuel consumption, greenhouse gas emissions, and noise pollution. In collaboration with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum, and other organizations, a variety of hybrid/electric and job-site energy management systems are available, along with recycled lightweight materials and alternative fuels. Altec JEMS (Jobsite Energy Management System) is an integrated plug-in system that uses stored electrical energy to operate the aerial device, tools, and exportable power, as well as maintain cab comfort. The energy storage system can be recharged by connecting to shore power or using the truck's internal combustion engine. Altec's JEMS product portfolio includes: - JEMS S - JEMS SE - JEMS LE - JEMS BG • Facilities and Processes. Each Altec facility follows established procedures and environmental management programs, participating in recycling materials such as steel, copper, aluminum, and consumer recyclables. The implementation of powder coat and e-coat paint systems has resulted in reduced solid waste volume and air emissions. All facilities, including auction yards and service centers, use energy efficient LED lighting. New construction is reviewed and, when relevant, energy efficiency products and methods are incorporated, such as LED lighting, high efficiency gas burners, Energy Star appliances, and motion activated lighting. • Altec's St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy has established shared sustainability objectives. The company has adopted green purchasing policies using a Best-Value approach and now uses Staples' environmental office products and supplies across its operations.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information. Industry Organizations affiliations: • Calstart • Clean Cities
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Altec offers Sourcewell members the advantage of working with one company to manufacture, sell, engineer, integrate key components (unit/body/chassis), administer warranty, and provide service solutions for a full line of Public Utility Equipment. We can provide full equipment lifecycle solutions, including: • Altec Industries – Leading provider of products and services to the electric utility, telecommunications, tree care, lights and signs, and contractor markets. • Altec Capital Services (ACS) - Equipment Financing • Global Rental Company - Equipment Rentals • Altec Supply - Tool and Accessory Sales • A Aerial- a Division of Altec to meet all construction and tooling needs • Altec Fenex – provides Fiber Option splicing vans and trailers and well as underground support equipment • Altec Air - Market Leader in Compressed Air Drying & Pressurization Solutions • Altec Sentry - Operator Safety Training and Certifications • Altec Fleet Services - Comprehensive Fleet Management Solutions • Altec Service Group - In-shop and Mobile service and replacement parts support • Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) • JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) • Canadian and Worldwide Availability: • Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. • Altec Worldwide - We deliver products and services to more than 100 companies throughout the world. Company Ownership: Altec has been a family owned and privately held manufacturing

	company, since 1929. Longevity in ownership is an assurance for our Sourcewell customers that they can rely on availability of older Altec replacement parts, ensure Altec units are trade-worthy at a future date, and ultimately that the values and principles Altec was founded on remain in place today - Total customer satisfaction in all aspects of the business. Customer Focus: Altec is dedicated to understanding the needs and challenges of our customers, engineering solutions tailored to address them. This commitment drives the development of innovative equipment, features, and options designed to maximize productivity and minimize total cost of ownership. Government Focused Sales: Altec is dedicated to supporting the acquisition and procurement objectives of every government entity we serve. Our team's active involvement in both customer relations and the procurement process enables Sourcewell members to achieve their procurement goals with effectiveness and efficiency. Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features. ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO). Supply Chain Initiatives: Altec remains committed to cost reduction and containment across the organization by leveraging the Altec Production System and enhancing the strength of our supply chain. Quality Control: Altec ensures high standards by manufacturing components for our equipment in-house. This approach facilitates effective quality management as well as precise scheduling. • Altec feels that the fiberglass boom is one of the most important components in the building of an aerial device or a digger derrick. We don't have to rely on an outside vendor for quality control. Altec has composite engineers on staff, we have traceability from raw material to the finished product. • All booms ultrasonically tested, and documents maintained. • All fiberglass booms have a minimum of 7 to 1 to ultimate safety factor. • All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. • All bearing surfaces to be machined after welding. • All units with electronic circuit boards to be wave soldered • Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. All equipment must undergo quality and final testing by FPS certified mechanics before shipping from the manufacturer or assembler. Safety Certification Training: In our commitment to safe equipment operation for Sourcewell members, Altec provides a range of OSHA-based computer-based training (CBTs) and instructor-led safety programs. Altec Sentry meets compliance standards and showcases essential safety features required by the industries we support. Safety Standards: Each applicable unit is equipped with standard safety features, including outrigger boom interlock, outrigger motion alarm, backup alarm, unit/outrigger selector, Altec ISO Grip (insulated control handle), auxiliary control covers, control console (dashboard), and boom tip covers. Additional available tools include lanyard interlock, load monitoring systems, basic operating videos, safety videos, and sales videos. Corporate Training: Altec distinguishes itself as a vendor through its qualified personnel (training and certifications), well-defined processes that ensure traceability and accountability, and advanced technology. Warranty: The majority of the products are covered by a limited lifetime structural warranty. National Service / Support Network: As a privately held organization committed to both customers and our associates, Altec sets the standard for service and customer satisfaction within its markets. The company is dedicated to delivering products and services designed to support crews in working more safely and efficiently. • Online ordering is available at www.altecconnect.com. Altec Connect provides easy access to ordering Tools and Accessories or Replacement Parts, as well as detailed manuals and parts information for your units. • Altec is committed to bringing you the services and products you need. For additional assistance with Parts, Tools, & Accessories, Shop Service, Mobile Service, or Technical Support, call 1-877-GO ALTEC.	*
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
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46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

48		Women Business Enterprise (WBE)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

52		Small Business Enterprise (SBE)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*

54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	Altec recognizes that a diverse and talented workforce is a key competitive advantage. Our business success is reflected in the quality and skill of our people. Inclusion means understanding, valuing and respecting workplace diversity, so that no associate is excluded from the workplace nor the opportunity to develop skills and talents consistent with our values and business objectives. Altec Industries, Inc. and its affiliates are equal opportunity employers and maintain affirmative action plans to recruit, retain, develop, and promote qualified individuals without unlawful consideration of race, gender, color, religion, sexual orientation, national origin, age, disability, citizenship status, veteran status, or any other characteristic protected by federal, state or local law. Altec is a National Corporate Member of the Women's Business Enterprise National Council. As part of our commitments to holding federal contracts, Altec is annually responsible to providing a small business contracting plan which is reviewed and approved by one of our two federal contract agencies. Every year, we strive to find small business suppliers who will meet the quality and liability requirements, to supply products/services that meet/exceed our manufacturing standards. Suppliers who are interested in doing business with Altec are encouraged to register on our Supplier portal, located on our website.	*
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Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are Net 30. We accept payment by traditional methods such as check, wire transfer, and credit cards (There is a fee of 3% for credit card transactions used for the purchase of major units). Please see attached document 'Altec Industries Customer Payment Instructions' for complete details. Customer payment inquiries can be sent to ARINQUIRY@ALTEC.COM or your local Altec Account Manager. Customer remittance information can be sent to ARREMITTANCE@ALTEC.COM or your local Altec Account Manager.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Altec Industries, through Altec Capital, offers leasing and financing options including FMV, TRAC, Capital leases, Equipment Finance Agreements (EFAs), and a Municipal Lease designed for municipal customers. Municipal Lease benefits: • Terms aligned with equipment lifespan • Flexible options to reduce maintenance costs • Conserves capital budgets • Payments matched to budget cycles • Non-appropriation language included Available equipment includes Altec aerial trucks, digger derricks, cranes, specialty gear, and select non-Altec equipment. Lease terms range from 3 to 8 years; contact us for other timelines. For used units, the combined age and lease term cannot exceed 8 years. Quarterly purchase rates are detailed in the "ACS Rate Matrix." Applicants need a Baa or better credit rating. Contact Altec Capital for quotes or visit alteccapital.com for more details. Our municipal lease streamlines the purchasing process so municipalities can acquire equipment affordably and efficiently.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Each opportunity will be quoted to the customer in strict accordance with Sourcwell contract terms and conditions, including all pricing and discount structures. Altec has developed standardized templates to ensure work practices are consistent and compliant during the quoting process. Please refer to the attached "Quote Example – Previous Contract". In addition, we provide a comprehensive quote document so customers can confirm that their requirements are addressed within our proposal. This document also contains supplementary notes at the conclusion. For reference, please see the attached "Detailed Quote Example".	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, Altec accepts the P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Line item contract pricing is presented with delivery, FET, and other options itemized separately. The pricing provided includes a discount up to 3% off MSRP depending on the model, which applies uniformly to all Sourcwell members and varies only by product. The attached "Altec Industries RFP Price List – Sept 2025" details available products, including Altec new equipment, additional equipment sourced through Altec Work Truck, Teupen, Fenex, and NUECO, as well as offerings such as Altec Supply tools and Altec Sentry training, designed to address various customer requirements. Equipment modifications are available to suit specific customer needs. Additional sourcing options and pricing models may be offered, subject to availability, and mutual agreement, upon request. Additional documents include the Altec Capital rate sheet ("ACS Rate Matrix") and the "ACS Sourcwell Proposal". These quarterly rates are based on a minimum credit rating of Baa and do not exceed established limits. This discount structure is being made available specially for Sourcwell members, encompassing cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Line item contract pricing is presented with delivery, FET, and other options itemized separately. The pricing provided includes a discount of up to 3% off MSRP depending on the model, which applies uniformly to all Sourcwell members and varies only by product. The attached "Altec Industries RFP Price List – Sept 2025" details available products, including Altec new equipment, additional equipment sourced through Altec Work Truck, Teupen, Fenex, and NUECO, as well as offerings such as Altec Supply tools and Altec Sentry training, designed to address various customer requirements. Equipment modifications are available to suit specific customer needs. Additional sourcing options and pricing models may be offered, subject to availability, and mutual agreement, upon request. Additional documents include the Altec Capital rate sheet ("ACS Rate Matrix") and the "ACS Sourcwell Proposal". These quarterly rates are based on a minimum credit rating of Baa and do not exceed established limits. This discount structure is being made available specially for Sourcwell members, encompassing cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% discount to be offered for identical trucks of 10 or more ordered at the same time.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Altec is pleased to provide Sourcwell members with contract pricing on our most frequently requested modification items. In cases where unique customer work practices or preferences necessitate use of alternative modifications, the Open Market section in our quote template will be used to generate a tailored quote for each request. This individualized quote will supplement the base model and contract items being quoted. All customizations will be processed through our standard quote template, ensuring customers can configure equipment according to their requirements.	*
63	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.	Altec is offering turnkey new equipment models and our most frequently requested modification items under contract pricing. Items such as Delivery, Inspection, Training, Extended Warranty are additional line items not included in our turn-key pricing. These items will be itemized separately. Additional items such as FET, Taxes, and additional licensing fees specific to customer registration will be quoted separately. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. Altec will make every effort to honor this pricing and these prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.	*

64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Altec has a team of drivers that work for the company. We will also contract with vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery will be itemized on each Sourcewell quote. All parties participating	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote, and we will be happy to accommodate; pricing will reflect this customer preference. Please see attached "Company Information - Altec Production Facilities - 2025" for locations. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc.), they can also indicate at time of quote. Additionally, customers are welcome to pick up their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our Technical Sales Representatives who generate Sourcewell quotes for customers undergo comprehensive training on the Sourcewell quote process, requirements, and utilize an up-to-date quote template, which is readily accessible on our internal company site. This template standardizes our pricing and ensures contract-compliant quotes. Account Managers are responsible for verifying customer eligibility and properly designating opportunities as Sourcewell quotes in our system to ensure accurate pricing and applicable discounts. We regularly conduct quarterly audits of invoiced orders that are flagged as Sourcewell transactions, cross-referencing these customers with official member listings on the Sourcewell website to confirm membership status. This reporting and audit process is managed by Altec Corporate, providing oversight across global operations. Additionally, we perform monthly internal reviews to proactively identify and address any discrepancies prior to finalizing quarterly reports and remitting administrative fees to Sourcewell. Please refer to the attached document, "Quote Example – Previous Contract." In most cases, we also provide a detailed quote document, allowing customers to verify that their equipment requirements are addressed in our proposal. Additional notes may be included at the end of this document; see the attached "Detailed Quote Example" for reference.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	A monthly analysis will be conducted on the number of new customers utilizing both our New Equipment Sourcewell contract and those leveraging our Rental Equipment contract #040924-ALT, with particular attention to instances where additional equipment needs are fulfilled through the new contract. Additionally, we will monitor the number and ratio of formal bids requested by Sourcewell-eligible customers compared to the number of quotes provided through Sourcewell. Training sessions highlighting the benefits and applications of Sourcewell will also be delivered to 100% of Account Managers and Technical Sales Representatives.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Altec would like to propose a 1% administrative fee payment to Sourcewell on all orders through Altec Industries, including NUECO, Service, Teupen, Work Truck, Supply and SENTRY. Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcewell Contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Altec's pricing structure represents the most competitive and cost-effective offering available nationwide for cooperative procurement organizations, state purchasing departments, group purchasing organizations (GPOs), municipalities, universities, and school districts.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used solutions if applicable, offered in the proposal.	Altec is proposing Sourcewell members have access to our full product line of equipment, products, and services to enhance Altec's "cradle to grave" support of our products and provide Sourcewell members with the best possible experience. Equipment is proposed as "turn-key". This would include, but not limited to: • Insulated Aerial Devices with standard service bodies and chip dump bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with standard service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Tracked aerials, compact track lifts, aerial lifts, articulated lifts and boom lifts. • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Boom Truck Cranes mounted on chassis (riding seat, behind cab mount, rear mount and tractor mount) • Knuckle Boom Cranes mounted on chassis (light, medium and large) • Knuckle Boom Crane Mounted Grapple Saws mounted on chassis • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) • Insulator Washers mounted on chassis and skids • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) • Spray Equipment mounted on chassis • Spray Equipment mounted on skids • Service Bodies mounted on chassis (aluminum, fiberglass and steel) • Chip Dump Bodies mounted on chassis • Pole Trailers • Tool Trailers • Crane Bodies mounted on chassis • Altec Capital Services - financing • Altec Service - maintenance and service work • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply – Tools, replacement parts and accessories • Altec Sentry – training and training certifications • A Aerial- a Division of Altec to meet all construction and tooling needs • Altec Fenex – provides Fiber Option splicing vans and trailers and well as underground support equipment • Altec Air - Market Leader in Compressed Air Drying & Pressurization Solutions • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment and the purchase of Used equipment from Buy Now Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information - 2025".
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Altec Capital Services - financing • Altec Service - maintenance and service work • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply – Tools, replacement parts and accessories • Altec Sentry – training and training certifications • A Aerial- a Division of Altec to meet all construction and tooling needs • Altec Fenex – provides Fiber Option splicing vans and trailers and well as underground support equipment • Altec Air - Market Leader in Compressed Air Drying & Pressurization Solutions • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment and the purchase of Used equipment from Buy Now
73	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Altec provides a standard warranty on all new Major Units, covering parts and labor for one year, and travel expenses for ninety days. Altec models are also protected by a limited lifetime warranty. Extended warranty options are available to Sourcewell members and can be tailored to any unit according to the customer's requirements and preferred duration. For additional details, please refer to the attached document titled "Warranty - Documents."
74	Describe any service contract options or extended warranties being offered with your proposal.	Service contract packages are available for members at reduced rates. These packages include Preventative Maintenance (PM) Inspections at various intervals, DOT inspections, and Dielectric Tests.

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
75	Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include, but not limited to: • Insulated Aerial Devices with service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Non-Insulated Aerial Devices with service bodies mounted on chassis (non-overcenter, overcenter, telescopic and telescopic articulating) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' • Insulated and Non-insulated Tracked Aerials with working heights ranging from 42' to 162'	*
76	Digger derricks	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission)	*
77	Cable placing, pulling, and tensioning equipment	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground)	*
78	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	☒ Yes ☐ No	Equipment is proposed as "turn-key" and would include: Pressure Diggers mounted on chassis (digging depth from 10-22 ft)	*
79	Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 75 - 78 above	☒ Yes ☐ No	Altec has accessory items and supplies available with the purchase of new equipment, and through Altec Supply. We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests, with options to pre-purchase with new equipment, or purchase after equipment has been delivered. Additionally training through our Sentry group is included in our package. Due to the complex nature of our service offerings for repair, and the large geographic area our facilities cover, we are not providing a repair program offering at this time, with this proposal offering. We are providing a program for preventative maintenance (PM inspections, DOT inspections, Dielectric Tests, etc).	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes
	☒ No

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 - Tuesday September 09, 2025 13:50:11
 - [Financial Strength and Stability](#) - FINANCIAL STRENGTH AND STABILITY.zip - Tuesday September 09, 2025 13:55:02
 - [Marketing Plan/Samples](#) - MARKETING PLAN.zip - Tuesday September 09, 2025 13:55:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - STANDARD TRANSACTION DOCS.zip - Tuesday September 09, 2025 13:57:20
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - ADDITIONAL DOCUMENTS.zip - Tuesday September 09, 2025 13:59:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Brooklyn Russell, Contract Specialist, Altec Industries, 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 obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Public_Utility_Equipment_RFP_091125 Mon August 4 2025 05:46 PM	☒	1

**SOURCEWELL
STATE OF MINNESOTA**



Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

6/17/2025

Resolution No. 2025_20

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kicker and the following voted in favor: (list names here)

Zylka, Thiel, Nagel, Kircher, Barrows, and Pfeiffer

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
98EF5B6F8B5148D...
Clerk to the Board of Directors

APPENDIX A**SOURCEWELL PROCUREMENT DEPARTMENT****BOARD ITEMS - June 2025**

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	None		
	Requesting Board permission to Re-Solicit the following categories:		
	Firefighting Apparatus and Fire Service Vehicles		
	Skatepark, Bike Park, and Pump Track Solutions		
CONSENT AGENDA ITEMS	Medical Supply Solutions		
	Public Utility Equipment with Related Accessories and Supplies		
	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Alamo Group Ag Americas, LLC	032525-ALO	Road Right-of-Way Maintenance Equipment
	Alamo Group Texas, LLC	032525-AGI	Road Right-of-Way Maintenance Equipment
	ATMAX Equipment Co.	032525-AMX	Road Right-of-Way Maintenance Equipment
	Bomford Turner Limited	032525-BFD	Road Right-of-Way Maintenance Equipment
	Diamond Mowers, LLC	032525-DMM	Road Right-of-Way Maintenance Equipment
	Energreen America, Inc.	032525-EGN	Road Right-of-Way Maintenance Equipment
	FAE USA, Inc.	032525-FAE	Road Right-of-Way Maintenance Equipment
	Green Climber of North America, Inc.	032525-GCL	Road Right-of-Way Maintenance Equipment
	Land Pride a Division of Great Plains Mfg., Inc.	032525-LPI	Road Right-of-Way Maintenance Equipment
	Montage Enterprises, Inc.	032525-MNT	Road Right-of-Way Maintenance Equipment
	Schulte Industries Ltd.	032525-SCI	Road Right-of-Way Maintenance Equipment
	Box Gang Manufacturing, LLC	010825-BXG	Bulk Solid Waste and Recycling Equipment
	Hol-Mac Corporation	010825-HMC	Bulk Solid Waste and Recycling Equipment
	Marathon Equipment Company	010825-MEC	Bulk Solid Waste and Recycling Equipment
	Petersen Industries, Inc.	010825-PII	Bulk Solid Waste and Recycling Equipment
	Wastequip Manufacturing Company, LLC	010825-WQI	Bulk Solid Waste and Recycling Equipment
	LSS Holdings, LLC	031125-LSS	Facilities Maintenance Services
	NewGen Cleaning Services	031125-NEWG	Facilities Maintenance Services
	Skookum Services, LLC	031125-SKOO	Facilities Maintenance Services
	Tradesmen International, LLC	031125-TRSM	Facilities Maintenance Services
	CONTRACT EXTENSIONS		
	Supplier Name	Contract Number	Solicitation Title
	A-Turf	031622-ATF	Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies
	FieldTurf	031622-FTU	Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies
	ForeverLawn	031622-FVL	Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies
	Mondo USA, Inc.	031622-MUI	Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies
	PURVIS Systems	042021-PUR	Public Safety Communications Technology and Hardware Solutions
	FieldTurf	031022-FTU	Athletic Surfaces with Installation, Related Equipment, Materials, and Services
	Recreational Group	031022-REC	Athletic Surfaces with Installation, Related Equipment, Materials, and Services
	CCGI Holdings, LLC	042221-SEM	Electric Vehicle Supply Equipment and Related Services
	Talkspace, Inc.	102821-TKS	Teletherapy Services
	ATIMS	051321-AOG	Public Safety Software
	Quicket	051321-QKT	Public Safety Software
	Schwarze	093021-SWZ	Street Sweepers with Related Equipment, Accessories and Supplies
	National Auto Fleet	091521-NAF	Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
	NEW IDIQ CONTRACTS		
	Company Name	Contract Number	Region - Type of Work
	White Sands Construction, Inc.	NM-R4-GC-031325-WSC	Region 4-General Construction
	White Sands Construction, Inc.	NM-R5-GC-031325-WSC	Region 5-General Construction
	WWRC, Inc.	NM-R2-GC-031325-WRI	Region 2-General Construction
	WWRC, Inc.	NM-R2-HVAC-031325-WRI	Region 2-HVAC/Mechanical
	WWRC, Inc.	NM-R2-PLUM-031325-WRI	Region 2-Plumbing
	WWRC, Inc.	NM-R2-RW-031325-WRI	Region 2-Roofing and Weatherproofing
	WWRC, Inc.	NM-R3-GC-031325-WRI	Region 3-General Construction
	WWRC, Inc.	NM-R3-HVAC-031325-WRI	Region 3-HVAC/Mechanical
	WWRC, Inc.	NM-R3-PLUM-031325-WRI	Region 3-Plumbing

APPENDIX A Continued

WWRC, Inc.	NM-R3-RW-031325-WRI	Region 3-Roofing and Weatherproofing
WWRC, Inc.	NM-R4-GC-031325-WRI	Region 4-General Construction
WWRC, Inc.	NM-R4-HVAC-031325-WRI	Region 4-HVAC/Mechanical
WWRC, Inc.	NM-R4-PLUM-031325-WRI	Region 4-Plumbing
WWRC, Inc.	NM-R4-RW-031325-WRI	Region 4-Roofing and Weatherproofing
WWRC, Inc.	NM-R5-GC-031325-WRI	Region 5-General Construction
WWRC, Inc.	NM-R5-HVAC-031325-WRI	Region 5-HVAC/Mechanical
WWRC, Inc.	NM-R5-PLUM-031325-WRI	Region 5-Plumbing
WWRC, Inc.	NM-R5-RW-031325-WRI	Region 5-Roofing and Weatherproofing
IDIQ CONTRACT EXTENSIONS		
Company Name	Contract Number	
Team REIL	IL-R1-GC-122222-TRI	

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/16/2026

Resolution No. 2026_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Thiel, Nagel, Kircher, Dahlberg, Kicker, Barrows, and Pfeiffer
and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
88FF5D6F88D146B
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - April 16, 2026

CONSENT
AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

School Nutrition and Food Service Management Software Solutions

Requesting Board permission to Re-Solicit the following categories:

Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Trailers with Related Equipment and Services

Conducted Energy Weapons, Less Lethal Equipment, and Related Accessories

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
AERO Specialties, Inc.	012026-AERO	Airside Ground Support Equipment with Related Services and Solutions
Fortbrand Services, LLC	012026-FTB	Airside Ground Support Equipment with Related Services and Solutions
Garsite Progress, LLC	012026-GSTE	Airside Ground Support Equipment with Related Services and Solutions
Global Ground Support, LLC	012026-GLBS	Airside Ground Support Equipment with Related Services and Solutions
Motrec International, Inc.	012026-MTR	Airside Ground Support Equipment with Related Services and Solutions
Oshkosh Aero Tech, LLC	012026-OSAT	Airside Ground Support Equipment with Related Services and Solutions
Textron Ground Support Equipment, Inc.	012026-TXTN	Airside Ground Support Equipment with Related Services and Solutions
RedZone Robotics, Inc.	111125-REDZ	Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service
Sweeping Corporation of America, LLC	111125-SWEP	Street Sweeping, Sewer Jetting, Hydro-Excavation, and Related Public Works as a Service
Altec Industries, Inc.	091125-ALT	Public Utility Equipment with Related Accessories and Supplies
Anderson Underbridge	091125-ANU	Public Utility Equipment with Related Accessories and Supplies
Custom Truck One Source, Inc.	091125-CUK	Public Utility Equipment with Related Accessories and Supplies
DuCo, LLC dba Elliott Equipment Company	091125-EEC	Public Utility Equipment with Related Accessories and Supplies
The Charles Machine Works, Inc.	091125-CMW	Public Utility Equipment with Related Accessories and Supplies
Time Manufacturing Company	091125-TIM	Public Utility Equipment with Related Accessories and Supplies
Vermeer Corporation	091125-VRM	Public Utility Equipment with Related Accessories and Supplies

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Automotive Rentals (ARI)	030122-ARI	Fleet Management Services
LION First Responder	011822-LIO	Public Safety Training and Simulation Equipment and Technology
ChargePoint, Inc.	042221-CPI	Electric Vehicle Supply Equipment and Related Services
McKesson Medical-Surgical Government Solutions, LLC	022422-MML	Medical Supply Solutions
Medline	022422-MDL	Medical Supply Solutions

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Adrian L. Merton Inc	VA-R1-HVAC-030326-ALM	Region 1-Mechanical / HVAC
Azuria Water Solutions, Inc.	VA-R1-CC-030326-AZU	Region 1-Civil / Site Work / Civil Construction
Azuria Water Solutions, Inc.	VA-R2-CC-030326-AZU	Region 2-Civil / Site Work / Civil Construction
Azuria Water Solutions, Inc.	VA-R3-CC-030326-AZU	Region 3-Civil / Site Work / Civil Construction
Azuria Water Solutions, Inc.	VA-R4-CC-030326-AZU	Region 4-Civil / Site Work / Civil Construction
Bennett Group, LLC	VA-R2-GC-030326-BEN	Region 2-General Contractor
Bennett Group, LLC	VA-R3-GC-030326-BEN	Region 3-General Contractor
Bennett Group, LLC	VA-R4-GC-030326-BEN	Region 4-General Contractor
Bidr Technologies, Inc.	VA-R1-GC-030326-BIDR	Region 1-General Contractor
Bidr Technologies, Inc.	VA-R2-GC-030326-BIDR	Region 2-General Contractor
Bidr Technologies, Inc.	VA-R3-GC-030326-BIDR	Region 3-General Contractor
Bidr Technologies, Inc.	VA-R4-GC-030326-BIDR	Region 4-General Contractor
Capital Trades, LLC	VA-R1-GC-030326-CAPT	Region 1-General Contractor

CONSENT
AGENDA ITEMS

APPENDIX A Continued

Capital Trades, LLC	VA-R1-HVAC-030326-CAPT	Region 1-Mechanical / HVAC
Capital Trades, LLC	VA-R1-E-030326-CAPT	Region 1-Electrical
Capital Trades, LLC	VA-R1-CC-030326-CAPT	Region 1-Civil / Site Work / Civil Construction
Capital Trades, LLC	VA-R1-RW-030326-CAPT	Region 1-Roofing / Waterproofing
Capital Trades, LLC	VA-R2-GC-030326-CAPT	Region 2-General Contractor
Capital Trades, LLC	VA-R2-HVAC-030326-CAPT	Region 2-Mechanical / HVAC
Capital Trades, LLC	VA-R2-E-030326-CAPT	Region 2-Electrical
Capital Trades, LLC	VA-R2-CC-030326-CAPT	Region 2-Civil / Site Work / Civil Construction
Capital Trades, LLC	VA-R2-RW-030326-CAPT	Region 2-Roofing / Waterproofing
Capital Trades, LLC	VA-R3-GC-030326-CAPT	Region 3-General Contractor
Capital Trades, LLC	VA-R3-HVAC-030326-CAPT	Region 3-Mechanical / HVAC
Capital Trades, LLC	VA-R3-E-030326-CAPT	Region 3-Electrical
Capital Trades, LLC	VA-R3-CC-030326-CAPT	Region 3-Civil / Site Work / Civil Construction
Capital Trades, LLC	VA-R3-RW-030326-CAPT	Region 3-Roofing / Waterproofing
Capital Trades, LLC	VA-R4-GC-030326-CAPT	Region 4-General Contractor
Capital Trades, LLC	VA-R4-HVAC-030326-CAPT	Region 4-Mechanical / HVAC
Capital Trades, LLC	VA-R4-E-030326-CAPT	Region 4-Electrical
Capital Trades, LLC	VA-R4-CC-030326-CAPT	Region 4-Civil / Site Work / Civil Construction
Capital Trades, LLC	VA-R4-RW-030326-CAPT	Region 4-Roofing / Waterproofing
Cooper Building Services, LLC	VA-R1-GC-030326-COOP	Region 1-General Contractor
Cooper Building Services, LLC	VA-R2-GC-030326-COOP	Region 2-General Contractor
Cooper Building Services, LLC	VA-R3-GC-030326-COOP	Region 3-General Contractor
Cooper Building Services, LLC	VA-R4-GC-030326-COOP	Region 4-General Contractor
Dynamic General Contracting, LLC	VA-R1-RW-030326-DGCL	Region 1-Roofing / Waterproofing
Dynamic General Contracting, LLC	VA-R2-RW-030326-DGCL	Region 2-Roofing / Waterproofing
Dynamic General Contracting, LLC	VA-R3-RW-030326-DGCL	Region 3-Roofing / Waterproofing
Dynamic General Contracting, LLC	VA-R4-RW-030326-DGCL	Region 4-Roofing / Waterproofing
Eastern Builders	VA-R1-RW-030326-EAST	Region 1-Roofing / Waterproofing
Eastern Builders	VA-R2-GC-030326-EAST	Region 2-General Contractor
Eastern Builders	VA-R2-RW-030326-EAST	Region 2-Roofing / Waterproofing
Eastern Builders	VA-R3-RW-030326-EAST	Region 3-Roofing / Waterproofing
Eastern Builders	VA-R4-RW-030326-EAST	Region 4-Roofing / Waterproofing
Extreme Concrete and Construction, Inc.	VA-R2-E-030326-EXTCC	Region 2-Electrical
Extreme Concrete and Construction, Inc.	VA-R2-CC-030326-EXTCC	Region 2-Civil / Site Work / Civil Construction
Extreme Concrete and Construction, Inc.	VA-R3-E-030326-EXTCC	Region 3-Electrical
Extreme Concrete and Construction, Inc.	VA-R3-CC-030326-EXTCC	Region 3-Civil / Site Work / Civil Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-R2-GC-030326-FHP	Region 2-General Contractor
F.H. Paschen, S.N. Nielsen & Associates, LLC	VA-R3-GC-030326-FHP	Region 3-General Contractor
General & Mechanical Services, LLC	VA-R2-HVAC-030326-GMS	Region 2-Mechanical / HVAC
General & Mechanical Services, LLC	VA-R3-HVAC-030326-GMS	Region 3-Mechanical / HVAC
General & Mechanical Services, LLC	VA-R4-HVAC-030326-GMS	Region 4-Mechanical / HVAC
Janus Contractors, Inc.	VA-R1-GC-030326-JAN	Region 1-General Contractor
Janus Contractors, Inc.	VA-R2-GC-030326-JAN	Region 2-General Contractor
Janus Contractors, Inc.	VA-R3-GC-030326-JAN	Region 3-General Contractor
Janus Contractors, Inc.	VA-R4-GC-030326-JAN	Region 4-General Contractor
Johnson-Laux Construction, LLC	VA-R2-GC-030326-JLC	Region 2-General Contractor
Johnson-Laux Construction, LLC	VA-R3-GC-030326-JLC	Region 3-General Contractor
Johnson-Laux Construction, LLC	VA-R4-GC-030326-JLC	Region 4-General Contractor
Landivar & Associates, LLC	VA-R1-GC-030326-LAL	Region 1-General Contractor
Lipscomb Electric & Contracting, LLC	VA-R2-E-030326-LECL	Region 2-Electrical
Lipscomb Electric & Contracting, LLC	VA-R3-E-030326-LECL	Region 3-Electrical
Lipscomb Electric & Contracting, LLC	VA-R4-E-030326-LECL	Region 4-Electrical
McClure Company	VA-R1-HVAC-030326-MCE	Region 1-Mechanical / HVAC
McClure Company	VA-R2-HVAC-030326-MCE	Region 2-Mechanical / HVAC
McClure Company	VA-R3-HVAC-030326-MCE	Region 3-Mechanical / HVAC
McClure Company	VA-R4-HVAC-030326-MCE	Region 4-Mechanical / HVAC
R. Brooks Mechanical Heating and Air Conditioning, LLC.	VA-R2-HVAC-030326-RBRKS	Region 2-Mechanical / HVAC
R. Brooks Mechanical Heating and Air Conditioning, LLC.	VA-R3-HVAC-030326-RBRKS	Region 3-Mechanical / HVAC
RBA Engineering International PLLC	VA-R1-CC-030326-RBAE	Region 1-Civil / Site Work / Civil Construction
RBA Engineering International PLLC	VA-R4-CC-030326-RBAE	Region 4-Civil / Site Work / Civil Construction
River City Enterprises, LLC	VA-R4-GC-030326-RIVER	Region 4-General Contractor
Roofing and Sustainable Systems, Inc.	VA-R1-RW-030326-RSSI	Region 1-Roofing / Waterproofing
Roofing and Sustainable Systems, Inc.	VA-R2-RW-030326-RSSI	Region 2-Roofing / Waterproofing
Roofing and Sustainable Systems, Inc.	VA-R3-RW-030326-RSSI	Region 3-Roofing / Waterproofing
Roofing and Sustainable Systems, Inc.	VA-R4-RW-030326-RSSI	Region 4-Roofing / Waterproofing
Signature Renovations, LLC	VA-R1-E-030326-SIG	Region 1-Electrical

APPENDIX A Continued

Southland Industries	VA-R1-E-030326-SOUTH	Region 1-Electrical
Southland Industries	VA-R4-HVAC-030326-SOUTH	Region 4-Mechanical / HVAC
Southland Industries	VA-R4-E-030326-SOUTH	Region 4-Electrical
S-Works Construction Corporation	VA-R1-GC-030326-SWC	Region 1-General Contractor
S-Works Construction Corporation	VA-R2-GC-030326-SWC	Region 2-General Contractor
S-Works Construction Corporation	VA-R3-GC-030326-SWC	Region 3-General Contractor
S-Works Construction Corporation	VA-R4-GC-030326-SWC	Region 4-General Contractor
TeamGOV, Inc.	VA-R1-GC-030326-TEAM	Region 1-General Contractor
TeamGOV, Inc.	VA-R1-HVAC-030326-TEAM	Region 1-Mechanical / HVAC
Tech Painting Company, Inc.	VA-R2-GC-030326-TCPI	Region 2-General Contractor
Tech Painting Company, Inc.	VA-R3-GC-030326-TCPI	Region 3-General Contractor
Tech Painting Company, Inc.	VA-R4-GC-030326-TCPI	Region 4-General Contractor
Tech Painting Company, Inc.	VA-R1-GC-030326-TCPI	Region 1-General Contractor
The Matthews Group, Inc.	VA-R1-GC-030326-TMG	Region 1-General Contractor
The Matthews Group, Inc.	VA-R3-GC-030326-TMG	Region 3-General Contractor
The Matthews Group, Inc.	VA-R4-GC-030326-TMG	Region 4-General Contractor
Vigil Contracting, LLC	VA-R1-GC-030326-VGL	Region 1-General Contractor
Terra Site Constructors, LLC	VA-R1-CC-030326-TSCL	Region 1-Site/Civil
Terra Site Constructors, LLC	VA-R3-GC-030326-TSCL	Region 3-General Construction
Terra Site Constructors, LLC	VA-R3-CC-030326-TSCL	Region 3-Site/Civil
Terra Site Constructors, LLC	VA-R4-GC-030326-TSCL	Region 4-General Construction
Terra Site Constructors, LLC	VA-R4-CC-030326-TSCL	Region 4-Site/Civil
IDIQ CONTRACT EXTENSIONS		
Company Name	Contract Number	
None		



**COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL RFP #091125
Entitled**

Public Utility Equipment with Related Accessories and Supplies

The following advertisement was placed July 24, 2025, in and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, and The New York State Contract Reporter www.nyscr.ny.gov, July 25, 2025 in South Carolina's *The State*, the *Deseret News*, Oregon's *Daily Journal of Commerce*, July 27, 2025 in the *Salt Lake Tribune* and July 24, 2025 and July 31, 2025 in *USA Today* and *The Oklahoman*:

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 procurement 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://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 11, 2025, 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:

3M Trades Supply, DBA, Trademark Industrial	Johns Storage
Above and Beyond Networks	Jordan Ford
Advanced Turf Solutions	JP Outfitters Incorporated
AlmsTravel, LLC	Julian Ceasar
Altec Industries, Inc.	Ken's Truck Repair, Inc.
Aluforce, Inc.	Lakeland Lincoln Mercury
Anderson UnderBridge	LAL Acquisition, Inc.
ASA Builders	Makinex USA, LLC
Atlas Toyota Material Handling, LLC	Manufacturers Solutions Team
Behnke Enterprises, Inc.	Master Tech Truck & Equipment, LLC
Berntsen International, Inc.	MAZIO ATTACHMENTS, LLC

Bidr Technologies, Inc.	Mechtronics Controls, LLC
Bohringer Group	Merlo America, LLC
Brightly Software, Inc.	Montel, Inc.
C&C Manufacturing	New Tech Solutions, Inc.
Carco Industries, Inc.	Nexpro Trucks & Equipment Corp.
CESSCO, INC.	PNI Holdco, LLC
Classic Tube	Prime Vendor, Inc.
Connecticut Trailers, Inc.	PWXPress
Continental Battery Company	Redexim North America, Inc.
CraneWorks, LLC	Robert E. Little, Inc.
CT Metering Solutions	Royal Truck and Utility Trailer
CTE North America Corporation	SAYA SYSTEM TAVATAV, INC.
Custom Truck One Source, LP	Sherwin-Williams Paint Company - Anacortes
Deltek	SMOKEY MOUNTAIN MOTORS, INC.
directional mining and drilling	South Texas Brightwater Solutions, LLC
DORSEY TRAILER, LLC	Steel Green Manufacturing
DuCo, LLC	Swain Distribution, Inc.
East Coast Trucks and Trailer, Inc.	Terex Utilities
Ecco Equipment, LLC	The Charles Machine Works, Inc.
Express Custom Trailer Mfg.	The PlanIT Room
FAE USA, inc.	The Tools Man, Inc.
Felling Trailers, Inc.	Thermo-Lay Manufacturing, LLC
Ferguson Enterprises, LLC	Thompson Pump and Manufacturing Company, Inc.
Fort Garry Industries Ltd.	Timberland Equipment Limited
Fouts Bros, Inc.	Time Manufacturing Company
Gibbsville Implement, Inc.	Trackem GPS
Grainmaster Manufacturing, Ltd.	TSE International, Inc.
Grounded RVs, INC.	Unified Fleet Services
Gyro-Trac Corporation	Upciti
Helix Traffic Solutions	UTV International
Hiscomp, LLC	Vermeer Corporation
Huddig, Inc.	WASTEWATER SOLUTIONS, LLC
IEG Dealerships, LLC	Western Trailer Sales Co.
Inline Electric	Windy City Representatives
Interquip USA, LLC	Woods Equipment Company
JACK DOHENY COMPANIES, INC.	WS HEALEY CHEVROLET
JHouston Holdings, LLC	Zbros Enterprise, Inc.

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 September 11, 2025, at 4:30 p.m. Central Time. Proposals were received from the following:

Altec Industries, Inc.
Aluforce, Inc.
Anderson UnderBridge
Atlas Toyota Material Handling, LLC
CTE North America Corporation
Custom Truck One Source, LP
Elliott Equipment Company
Felling Trailers, Inc.
Fouts Bros, Inc.
Grainmaster Manufacturing, Ltd.
IEG Dealerships, LLC
JACK DOHENY COMPANIES, INC.
JHouston Holdings, LLC
LAL Acquisition, Inc.
Nexpro Trucks & Equipment Corp.
Terex Utilities
The Charles Machine Works, Inc.
Time Manufacturing Company
TSE International, Inc.
UTV International
Vermeer Manufacturing Company dba Vermeer Corporation
WASTEWATER SOLUTIONS, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Julie Riebe, NIGP-CPP, Senior Procurement Analyst
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II
Mari Vielma, NIGP-CPP, Procurement Analyst II
Neva Crawford, Procurement Analyst I

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/or services offered in the proposal response from Aluforce, Inc., JHouton Holdings, LLC, and Wastewater Solutions, LLC, 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, derricks, and cable placers. Altec models come with a limited lifetime warranty. Altec directly sells and services through their robust sales network and 50 Service Centers located throughout the United States and Canada. They are offering participating entities competitive pricing.

Anderson Underbridge manufactures and rents under-bridge access equipment used for bridge inspection, maintenance, and repair. They can provide Sourcewell participating entities access to trailer mounted, electric mounted and truck mounted inspection platforms. Anderson directly sells and services their equipment through

their robust sales network throughout the United States and Canada. They are offering participating entities competitive pricing.

Custom Truck One Source, L.P., has over 30 years of experience as a manufacturer providing trucks and customized equipment. They have an extensive sales and service network with more than 40 service locations and over 250 suppliers supporting the United States and Canada. Custom Truck offers a one-year equipment warranty that covers all products, parts, and labor, as well as preventive maintenance programs and extended warranties. Their pricing reflects substantial discounts from off MSRP with volume discount available for Sourcewell participating entities.

DuCo, LLC, dba Elliott Equipment Company was founded in 1948, engineering and manufacturing their products distributed through independently authorized dealers. DuCo, LLC offers a wide array of truck-mounted aerial work platforms, digger derricks and boom trucks with built-to-order customization for Sourcewell participating entities. They offer a significant discount from list price for Sourcewell members.

The Charles Machine Works, Inc., dba Ditch Witch, offers a wide range of public utility equipment. They have a large independent dealer network throughout the United States and Canada, along with over 600 trained service personnel. Financing and competitive discounts off MSRP are available to Sourcewell participating entities.

Time Manufacturing Company brands include Versalift, BrandFX, and Aspen Aerials in addition to the Ruthmann portfolio. 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. A one-year parts and labor warranty is included, and two extended warranties periods are available. Time Manufacturing offers competitive pricing and discounts off MSRP to Sourcewell participating entities.

Vermeer Corporation manufactures a wide range of equipment, including trenchers, vacuum excavators, directional drills, pile drivers, piercing tools, and utility locating equipment. They operate a broad sales and service force with 137 dealership locations across the United States and 13 in Canada. Vermeer provides a standard one-year warranty, with options for extended warranties. They are offering competitive pricing with additional volume discounts available.

For these reasons, the following awards of Sourcewell **Master Agreement #091125** are recommended:

Altec Industries, Inc.	#091125-ALT
Anderson Underbridge	#091125-ANU
Custom Truck One Source, L.P.	#091125-CUK
Elliott Equipment Company	#091125-EEC
The Charles Machine Works, Inc.	#091125-CMW
Time Manufacturing Company	#091125-TIM
Vermeer Corporation	#091125-VRM

Sourcewell

Page 5 of 6

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Julie Riebe

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Julie Riebe, NIGP-CPP, Senior Procurement Analyst

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Scott Dobereiner

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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

Signed by:

Mari Vielma

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Mari Vielma, NIGP-CPP, Procurement Analyst II

Signed by:

Neva Crawford

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Neva Crawford, Procurement Analyst I

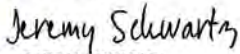
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Deputy Chief Procurement Officer and the accompanying support materials documenting the process followed for **RFP #091125 Public Utility Equipment with Related Accessories and Supplies**.

The Evaluation Committee accepted, deemed responsive, evaluated, and recommended proposals for award to the Deputy Chief Procurement Officer. 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 master agreements.
2. The procurement process and resulting master agreements 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.
3. The awards listed were made based on the results of the competitive solicitation process.
4. The awards listed were ratified by the Sourcewell Board of Directors on **April 16, 2026**.

Signed by:

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

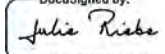


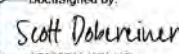
Proposal Evaluation
Public Utility Equipment with Related
Accessories and Supplies RFP #091125

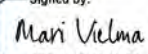
Page 1 of 2

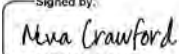
	Possible Points	Altec Industries, Inc.	Aluforce, Inc.	Anderson UnderBridge	Atlas Toyota Material Handling, LLC	CTE North America Corporation	Custom Truck One Source, L.P.
Conformance to RFP Requirements	Pass/Fail	Pass		Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	42		42	38	36	40
Ability to Sell and Deliver Solutions	150	125		119	115	122	126
Marketing Plan	100	83		81	71	79	80
Value Added Attributes	100	82		79	73	78	78
Depth and Breadth of Offered Solutions	200	167		152	133	143	161
Pricing	400	336		320	293	311	324
Total Points	1,000	835		793	723	769	809
Rank Order		1		7	14	10	5

	Possible Points	DuCo, LLC	Felling Trailers, Inc	Fouts Bros Inc	Grainmaster Manufacturing Ltd.	IEG Dealerships	JACK DOHENY COMPANIES, INC.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	41	36	40	33	37	38
Ability to Sell and Deliver Solutions	150	128	115	118	110	120	119
Marketing Plan	100	83	75	79	63	76	78
Value Added Attributes	100	81	77	80	75	78	77
Depth and Breadth of Offered Solutions	200	156	116	140	141	167	159
Pricing	400	336	288	324	230	284	248
Total Points	1,000	825	707	781	652	762	719
Rank Order		2	16	8	18	11	15

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Julie Riebe, NIGP-CPP
Senior Procurement Analyst

DocuSigned by:

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Scott Dobreiner, CPPO, NIGP-CPP
Procurement Analyst II

Signed by:

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Mari Velma, NIGP-CPP
Procurement Analyst II

Signed by:

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Neva Crawford
Procurement Analyst I

Proposal Evaluation
 Public Utility Equipment with Related
 Accessories and Supplies RFP #091125
 Page 2 of 2

		JHouston Holdings, LLC	LAL Acquisition, Inc.	Nexpro Trucks & Equipment Corp.	Terex Utilities	The Charles Machine Works, Inc.	Time Manufacturing Company
	Possible Points						
Conformance to RFP Requirements	Pass/Fail		Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50		32	36	41	42	37
Ability to Sell and Deliver Solutions	150		102	101	120	127	124
Marketing Plan	100		69	73	73	82	80
Value Added Attributes	100		67	69	76	82	80
Depth and Breadth of Offered Solutions	200		130	132	163	162	161
Pricing	400		244	270	276	327	330
Total Points	1,000		644	681	749	822	812
Rank Order			19	17	12.5	3	4

		TSE International, Inc.	UTV International	Vermeer Corporation	WASTEWATER SOLUTIONS, LLC
	Possible Points				
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	
Financial Viability and Marketplace Success	50	36	34	42	
Ability to Sell and Deliver Solutions	150	118	121	130	
Marketing Plan	100	80	80	80	
Value Added Attributes	100	79	81	79	
Depth and Breadth of Offered Solutions	200	147	152	153	
Pricing	400	289	305	318	
Total Points	1,000	749	773	802	
Rank Order		12.5	9	6	

Initials:

DS
 JR

DS
 SD

Initial
 MV

Initial
 NC



Proposal Opening Record

Date of opening: September 11, 2025

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 procurement 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://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 11, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #091125 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.

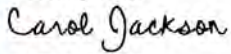
Responses were received from the following:

Altec Industries, Inc. – Submitted Tue Sep 9, 2025 2:10:15 PM
Aluforce, Inc. – Submitted Tue Aug 5, 2025 9:25:31 AM
Anderson UnderBridge – Submitted Wed Sep 10, 2025 12:01:26 PM
Atlas Toyota Material Handling, LLC. – Submitted Wed Sep 10, 2025 4:28:11 PM
CTE North America Corporation – Submitted Thu Sep 11, 2025 1:48:08 PM
Custom Truck One Source, L.P. – Submitted Thu Sep 11, 2025 2:11:35 PM
DuCo, LLC – Submitted Fri Sep 5, 2025 1:49:53 PM
Felling Trailers, Inc. – Submitted Wed Sep 10, 2025 8:20:17 AM
Fouts Bros Inc. – Submitted Thu Sep 11, 2025 1:39:07 PM
Grainmaster Manufacturing Ltd. – Submitted Wed Sep 10, 2025 4:32:50 PM
IEG Dealerships, LLC – Submitted Wed Sep 10, 2025 8:21:12 PM
JACK DOHENY COMPANIES, INC. – Submitted Thu Sep 11, 2025 10:30:07 AM
JHouston Holdings, LLC – Submitted Thu Sep 11, 2025 8:56:21 AM
LAL Acquisition, Inc. – Submitted Mon Sep 8, 2025 8:24:07 AM
Nexpro Trucks & Equipment Corp. – Submitted Wed Sep 10, 2025 12:06:49 PM
Terex Utilities – Submitted Thu Sep 11, 2025 6:50:39 AM
The Charles Machine Works, Inc. – Submitted Wed Sep 3, 2025 4:12:22 PM
Time Manufacturing Company – Submitted Wed Sep 10, 2025 1:23:24 PM
TSE International, Inc. – Submitted Thu Sep 11, 2025 1:07:00 PM
UTV International – Submitted Thu Sep 11, 2025 4:14:45 PM

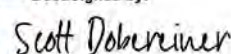
Vermeer Corporation – Submitted Thu Sep 11, 2025 12:59:24 PM

WASTEWATER SOLUTIONS, LLC – Submitted Wed Sep 10, 2025 11:10:12 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on September 11, 2025 at 4:30 p.m., CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

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Carol Jackson, MA, Senior Procurement Analyst

DocuSigned by:

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Scott Dobereiner, Procurement Analyst II

Certificate Of Completion

Envelope Id: 6457C519-0501-85E0-8258-D527ACE03D10

Subject: Council Legislation - Altec Industries

Source Envelope:

Document Pages: 76

Certificate Pages: 16

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:

Procurement Resource Group

730 2nd Ave. South 1st Floor

Nashville, TN 37219

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

7/16/2026 11:58:43 AM

Security Appliance Status: Connected

Holder: Procurement Resource Group

prg@nashville.gov

Pool: StateLocal

Location: DocuSign

Signer Events

Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication
(None)

Signature

Daniel Harden

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Timestamp

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Signed: 7/16/2026 1:27:41 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Deputy Director of Finance

Metro

Security Level: Email, Account Authentication
(None)

Michelle A. Hernandez Lane

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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Electronic Record and Signature Disclosure:

Accepted: 7/26/2026 12:46:38 PM

ID: a84e9a05-93c2-4865-9fa3-48f1ee127767

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication
(None)

Kelli Woodward

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Sent: 7/26/2026 12:47:35 PM

Viewed: 7/27/2026 9:44:13 AM

Signed: 7/27/2026 9:47:37 AM

Electronic Record and Signature Disclosure:

Accepted: 7/27/2026 9:44:13 AM

ID: df291d8e-f014-47a8-88cb-5afc7c020bdc

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 7/27/2026 9:47:46 AM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/26/2026 7:47:51 AM ID: 79de9ef8-acdc-404e-a63f-9c122128f2b6		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/27/2026 9:44:13 AM ID: df291d8e-f014-47a8-88cb-5afc7c020bdc		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/27/2026 8:29:27 AM ID: 6d603f71-a147-4a3a-9a90-01077407c4c1		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/16/2026 12:04:31 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following:

- (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;
- (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents;
- (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure;
- (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;
- (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties;
- (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to E-SIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the E-SIGN Act to support the validity of such formation, to the extent provided in the E-SIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

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