

**Solicitation Number: RFP #110421****CONTRACT**

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Supplier warrants that all new Equipment, Products, and Services furnished (which does not include equipment or products that are solely financed) are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission or willful misconduct in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

“work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Altec Industries, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
1/12/2022 | 12:44 PM CST
Date: _____

DocuSigned by:
Riley Browne
DDB79E9FF5034DA...
By: _____
Riley Browne
Title: Contract Specialist
1/12/2022 | 1:03 PM CST
Date: _____

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
1/12/2022 | 1:06 PM CST
Date: _____

RFP 110421 - 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: 33 Inverness Center Pkw
Birmingham, AL 35242

Contact: Riley Browne

Email: riley.browne@altec.com

Phone: 205-408-2341

HST#:

Submission Details

Created On: Thursday September 16, 2021 15:53:03

Submitted On: Thursday November 04, 2021 12:46:34

Submitted By: Riley Browne

Email: riley.browne@altec.com

Transaction #: d9f5703c-9b11-4637-9a77-a68682d8b3ec

Submitter's IP Address: 209.149.164.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Altec Industries, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Altec Industries, Inc. Altec Capital Services Altec Service JJ Kane Auctioneers Altec NUECO Altec Supply Altec Sentry |
| 4 | Proposer Physical Address: | Altec Industries, Inc 210 Inverness Center Drive Birmingham, AL 35242 |
| 5 | 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/ |
| 6 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341 |
| 7 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Riley Browne Contract Specialist riley.browne@altec.com 205-408-2341 |
| 8 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Breanna Kinman Contract Specialist breanna.kinman@altec.com 816-236-1296 |

Table 2: Company Information and Financial Strength

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

| | | |
|----|---|---|
| 9 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>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. which holds Global Rental, Altec NUECO, JJ Kane Auctioneers, Altec Worldwide, Altec Capital, Altec Supply, Altec Ventures, LLC, Altec Spray Equipment, and Altec Air. We deliver products and services in more than 100 countries throughout the world.</p> <p>Since 1929, Altec has been a company committed to excellence in the Public Utility Equipment industry. 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.</p> <p>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.</p> <p>The history, tradition and culture of Altec are founded on our core values (listed in alphabetical order):</p> <ul style="list-style-type: none"> • Customer first • Enjoyment of work • Family • Financial stability • Integrity • People are our greatest strength • Quality • Spiritual development • Teamwork |
| 10 | What are your company's expectations in the event of an award? | We hope to further strengthen our relationships with Sourcewell and government agencies through cooperative purchasing. We want to achieve continued growth within our government business sectors and be recognized as the preferred supplier of hydraulic equipment solutions for Sourcewell and its members. |
| 11 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Altec Industries, Inc is a financially sound and conservatively managed company and has been in business for 93 years under the same family ownership. Because we are privately held we do not disclose detailed financial data, however please reference attached files "Financial Strength - Financial Statement Letter", "Financial Strength - Bank Statement Letter", and "Financial Strength - Dun and Bradstreet Screenshot" for more information regarding our financial strength and stability. |
| 12 | What is your US market share for the solutions that you are proposing? | We maintain a market share of approximately 70% for our core products. Non-core products are approximately 30%. |
| 13 | What is your Canadian market share for the solutions that you are proposing? | Canada market share is approximately 20%. |
| 14 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No, we have never petitioned for bankruptcy protection. |
| 15 | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | Altec is a manufacturer with direct sales force. Our sales force consists of 100% direct employees of Altec. Our sales force covers all 50 States, Canada, and over 100 countries throughout the world. Our service force is also 100% direct employees of Altec (both mobile service and service center employees). We are a direct sale / service / manufacturing company and do not maintain a dealer network. Please see attached documents "Company Information - Altec Production Facilities" and "Company Information - Altec Service Centers and Mobile Service Locations" |

| | | |
|----|---|---|
| 16 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | <p>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).</p> <p>We are 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 and the final assembly of utility equipment at 2106 Riverside Rd, Saint Joseph, MO and the production of aerial devices and digger derricks at 5001 E. 36 Hwy, Saint Joseph, MO.</p> <ul style="list-style-type: none"> • 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 and electronic components at 1009 Vernon Rd, Wathena, KS. • Materials and quality processes at 5703 Mitchell Ave, Saint Joseph, MO. • Product creation and quality processes related to design validation activities at 4906 E. 36 Hwy, Saint Joseph, MO. • Please see attached "Company Information - ISO Quality Certification" for more information <p>Employees of our plants hold welding certifications, Fluid Power Society certifications and various engineering certifications, including Professional Engineering licenses</p> <p>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.</p> <p>ALTEC Industries, Inc. is capable of providing certification for equipment operators through our Sentry training program.</p> <p>Motor Vehicle Dealer Licenses in each state where applicable</p> <p>All of our facilities employ the Atec Production System which features the Kanban system of lean manufacturing.</p> <p>Authorized Representative Riley Browne and Government Sales Manager Elana Martinez hold Certified Schedules Contracts Manager (CSCM) certifications</p> |
| 17 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Altec has never been suspended or disbarred. |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|---|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | <ul style="list-style-type: none"> • Selected to Forbes list of America's Best Midsize Employers 2019 • Altec won Exelon's 2017 Innovation Award based on the application and acceptance of our JEMS product at all 4 Excelon companies. • 2017-2021 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 was named one of the "Best Places to Work" for 2017 by the Birmingham Business Journal. • Altec Mt. Airy Associates won the Chairman's Award from the United Fund of Surry for 2017 |
| 19 | 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. |
| 20 | 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. |
| 21 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Texas Multiple Award Schedule (TXMAS): Over \$1MM Commonwealth of Pennsylvania (Co-Stars): Over \$1MM Michigan MI Deal: Over \$1MM Washington State Purchasing Cooperative: Over \$500k State of Ohio: Over \$500k</p> |
| 22 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | GSA Contract GS-30F-026GA, over \$5MM annually. We also hold two DLA contracts with similar combined volume |

Table 4: References/Testimonials

Line Item 23. 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) | Joseph Ortiz | 213-840-8489 |
| City of Lakeland (Member # 4862) | Dwayne Goostree | 863-581-3443 |
| City of Seattle (Member # 25215) | Guy Noren | 206-684-0141 |
| Lewis County PUD (Member # 76495) | Bryan Watt | 360-748-9261 |

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|---------------------------|---------------|---------------------------|---|--|----------------------------------|
| Federal Government Agency | Government | Georgia - GA | Located throughout US and world, purchases Aerial Devices, Digger Derricks | Transaction sizes range from 1 truck to multiple trucks per PO | Over \$2M |
| Federal Government Agency | Government | California - CA | Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes, Cable Pullers | Transaction sizes range from 1 truck to multiple trucks per PO | Over \$2M |
| Federal Government Agency | Government | District of Columbia - DC | Located throughout US and world, purchases Aerial Devices, Digger Derricks, Cranes | Transaction sizes range from 1 truck to multiple trucks per PO | Over \$2M |
| Federal Government Agency | Government | District of Columbia - DC | Located throughout US and world, purchases Aerial Devices | Transaction sizes range from 1 truck to multiple trucks per PO | Over \$2M |
| Local Government Entity | Government | California - CA | Purchases Aerial Devices and Service Bodies | Transaction sizes generally are greater than 5 per PO | Over \$2M |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 * |
|-----------|---|---|
| 25 | Sales force. | Altec employs a direct sales force of over 100 Account Managers who are dedicated to government and commercial sales and support within their respective territories. Their territories are established based on concentration of customers, and they live in their territories. Our Account Managers spend 100% of their time; communicating, consulting and managing customer's needs. The products represented in this RFP are core to our customers and industry, thus allowing our Account Managers to provide expert knowledge to Sourcwell members of their benefits and usage. Altec's Sourcwell contract is our preferred method by which to serve our government customers. There is no overlap in our sales and service functions |
| 26 | Dealer network or other distribution methods. | Altec is a factory direct sales / service company, we do not use dealer or distribution networks. |
| 27 | Service force. | All employees in our Service Force are employed by Altec Industries. Altec has 44 Service Centers located throughout the United States and Canada. 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 150 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. |
| 28 | 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 whereas Sourcwell members issue purchase orders directly to us. Our Sourcwell quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to Sourcwell. This process is the responsibility of a team at our corporate office with visibility of our word wide operations. Customers are also currently able to request quotes via our website, www.altec.com . Altec offers parts and accessory sales via our AltecConnect online portal, https://www.altec.com/altec-connect which serves as a as a "one stop online shop" for ordering tools, supplies, accessories, replacement parts and for managing your fleet information. |

| | | |
|----|--|--|
| 29 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | <p>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.</p> <p>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.</p> <p>Additionally, a customer's Account Mangers 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.</p> <p>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</p> |
| 30 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Altec proposes to service the entire United States and Canada (with capabilities to service Internationally). |
| 31 | 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). |
| 32 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Altec proposes to service the entire United States and Canada (with capabilities to service Internationally). |
| 33 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Altec proposes to service all Sourcewell members |
| 34 | Define any specific contract 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 shipping cost when a machine needs to travel via Ocean Freight. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|---|
| 35 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>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, such as GFX, Altec will typically bring a vehicle and display Sourcwell promotional material. The Altec Government Sales team and Corporate Communications Project Manager will be involved in all Sourcwell promotions corporate-wide. Altec will continue to help create content that drives awareness of cooperative purchasing, as represented by attached "Marketing Plan - Altec Article". Examples of material are included "Marketing Plan - Sourcwell Value Flyer - Altec", as well as "Marketing Plan - GFX 2021 Altec Booth" for reference and "Marketing Plan - www.altec.com Sourcwell Landing Page"</p> <p>Our Account Managers being comfortable with the contract and well versed in how it works, may be our most impactful marketing strategy, as they are working with our customers regarding their equipment needs on a daily basis. Altec employs a National sales training team, that provided initial base sales training programs for all new Altec sales associates (both Account Managers and Technical Sales Specialists). Our Sourcwell contract is a topic in this training, and has dedicated time assigned to it. Thereafter, focused web-training modules and e-courses are used to provide a more procedural method for these types of sales calls. These materials will also serve as follow-up training for all associates with 2+ years of experience. Material is accessible 24/7 on Altec's internal Sales Resource Center, please see "Marketing Plan - Internal Altec Resources". In addition to the training team, Altec employs a Government Sales team focused on the management of all federal, state and cooperative contracts. This team serves as the experts for the company, for associates in the field who need on-the-fly support. The Government team in tandem with a newly formed Contracts Steering Committee will communicate contract changes, improvements and regulations with the National sales force regularly.</p> |
| 36 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Website data allows Altec's marketing and IT teams the ability to measure customer activity as well as the health of the website in one tool.</p> <p>From a marketing perspective, we are able to analyze that our content effectively moves our users and customers through the sales funnel to increase leads. This information also helps us confirm that our content is satisfactory to support our traditional sales teams with accurate information that helps our customers make informed decisions about purchases.</p> <p>From an IT perspective, we are able to analyze information that relates to website health such as mobile usage, operating system and load times. This information allows us to make informed decisions about the priority of initiatives to improve Altec's digital presence.</p> <p>We maintain an active social presence through Facebook (over 253,000 likes, over 258,000 follows), along with other sites.</p> |
| 37 | In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process? | <p>Our 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 as a whole, and new members of our team attend a live training that details the contract and internal processes.</p> |
| 38 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Altec Connect provides for 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. This system has been very well received by our customers, including governmental and educational customers because it reduces the number of places they need to go to get access to unit-specific information, replacement parts, tools, accessories, and service information.</p> <p>Altec manages federal customer solicitations/RFQs via the GSA E-buy system, FedBid and several other public sites. Although, awards (POs) are still provided manually by the respective contracting officer, these sites offer a method of standardized RFQ submissions.</p> <p>Consumers are currently able to request new/used equipment, rental and leasing quotes via our website.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
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| 39 | 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. | <ul style="list-style-type: none"> • Upon delivery of an 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. • 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 provided free of charge. • Additionally, over 150 basic operating and safety videos are available on https://store.altecsentry.com/catalog/free free of charge • 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. Please navigate to https://www.altec.com/safety/ for more information. The following Instructor-Led Trainings are Available: <ul style="list-style-type: none"> o Insulating Aerial Device o Non-Insulating Aerial o Tree Care Aerial Device o Bucket Rescue o Digger Derrick o Backyard Digger o Crane o Wood Chipper <p>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.</p> <ul style="list-style-type: none"> • Other Altec Training options (additional costs apply): <ul style="list-style-type: none"> o Customized Altec equipment hydraulic maintenance training o International Fluid Power Society (IFPS) Certification training (testing provided by third party) o NCCCO certification programs for operators of mobile cranes and digger derricks |
| 40 | Describe any technological advances that your proposed products or services offer. | <p>Our products are the industry leaders and are consistently raising the bar through innovative product design, integrated safety features, and continued dedication to total customer satisfaction. Altec showcases this through advancements such as;</p> <ul style="list-style-type: none"> • Fiber Optic Controls • Lanyard Detection System that promotes safe unit operation by helping to ensure line workers are "clipped in" while conducting work from the platform. This operator aid helps reduce the risk of falling from the platform by reminding users to attach their lanyard before working at height (available on select models) • Altec Load Monitoring System (ALMS) acts as an aid to provide real-time visual and audible information about the percentage of rated load on your boom and/or platform. By actively monitoring your aerial's load capacity with a reliable system, you can avoid accidents and enhance safety on the job site (available on select models) • JEMS (Jobsite Energy Management System) with it's integrated plug-in system that uses stored electrical energy to power the aerial device, tools and exportable power, and provides cab comfort with Lithium-Ion batteries (available on select models) • Advanced paint systems • And many other was we keep our customers working safer and smarter |
| 41 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | <p>Altec is the industry leader for sustainability efforts and is dedicated to listening and creating solutions. That's why we acknowledge the tremendous challenges and opportunities our customers face and aspire to responsibly care for the environment and the communities in which we operate. Altec's allegiance is evident in the development of numerous sustainability initiatives:</p> <ul style="list-style-type: none"> • The 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. Our Green Fleet product line decreases fuel consumption and greenhouse gas emissions, while lowering noise pollution. In partnership with the Department of Energy, Electric Partners Research Institute, CALSTART Hybrid Truck Users Forum and others, we offer a range of hybrid/electric and job-site energy management systems, 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 power the aerial device, tools and exportable power, and provides cab comfort. The energy storage system is recharged by plugging into shore power or by the truck's internal combustion engine. Our JEMS product portfolio includes: <ul style="list-style-type: none"> o JEMS S o JEMS SE o JEMS LE • Facilities and Processes. Each Altec facility has established procedures and environmental management programs and actively engages in recycling steel, copper and aluminum, as well as consumer recyclables. The installation of powder coat and e-coat paint systems has substantially reduced solid waste volume and air emissions. All facilities in the corporation, including auction yards and service centers, have converted to energy efficient LED lighting. All new construction is reviewed and where applicable, energy efficiency products/construction are included (i.e., LED lighting, high efficiency gas burners, Energy Star appliances, motion activated lighting , etc.). • Our St. Joseph, MO facility has installed solar energy on three of the buildings on campus. • Altec EcoEasy Common Sustainability Goals. Green purchasing policies using Best-Value approach utilizing Staples' environmental office products and supplies has been implemented Corporate wide. |
| 42 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>HVIP - Voucher Incentive Project for our Jobsite Energy Management System models. Visit https://californiahvip.org/vehicle-category/epto/ for more information</p> <p>Industry Organizations affiliations:</p> <ul style="list-style-type: none"> • Calstart • Clean Cities |

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| 43 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | <p>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.</p> <p>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.</p> <p>Altec is a National Corporate Member of the Women's Business Enterprise National Council.</p> <p>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.</p> |
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| 44 | <p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p> | <p>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.</p> <p>We can provide full equipment lifecycle solutions, including:</p> <ul style="list-style-type: none"> o Altec Capital Services (ACS) - Equipment Financing o Global Rental Company - Equipment Rentals o Altec Supply - Tool and Accessory Sales o Altec Sentry - Operator Safety Training o Altec Fleet Services - Comprehensive Fleet Management Solutions o Altec Service Group - In-shop and Mobile service and replacement parts support o Altec NUECO Used Equipment/Trade-In options (The only supplier of Altec Certified Pre-Owned Trucks) o JJ Kane Auctioneers - Auctions - (Specializes in Utility Equipment) <p>Canadian and World Wide Availability:</p> <ul style="list-style-type: none"> o Altec Canada - Factory direct purchasing solutions for our Sourcewell Canadian customers with local Sales, parts, shop and mobile service, rental, and financing. o Altec Worldwide – We deliver products and services to more than 100 companies throughout the world. <p>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.</p> <p>Customer Focus: Altec listens and engineers solutions for our customers and the daily challenges they face. It is from that commitment, that innovative equipment, features and options are designed to provide equipment that is highly productive and has a low overall cost of ownership.</p> <p>Government Focused Sales: Altec is committed to assisting in the acquisition and procurement goals of each government entity we serve. Having a team who is both engaged in the customer relationship and also procurement process, assists Sourcewell members achieve their procurement goals effectively and efficiently.</p> <p>Innovative Design: Our products are consistently raising the bar with innovative product design and integrated safety features.</p> <p>ISO Facility: Many units are designed, manufactured and final assembled in an ISO9001 registered factory (St. Joseph, MO).</p> <p>Supply Chain Initiatives: Altec continues to make significant efforts corporate-wide to reduce and contain costs by using the Altec Production System and strengthening our supply chain.</p> <p>Quality Control: Altec provides the ability to control quality by manufacturing parts for our equipment. This allows us not only quality control but schedule control.</p> <ul style="list-style-type: none"> o 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. o All booms ultrasonically tested and documents maintained. o All fiberglass booms to have a minimum of 7 to 1 to ultimate safety factor. o All welding to be done by AWS certified welders who meet Standard D1.1 on a 3G weld. o All bearing surfaces to be machined after welding. o All units with electronic circuit boards to be wave soldered o Provide a power distribution module (PDM) in the cab as a central point for all electrical. Include diagnostic capability with LED lights. <p>Mechanic Certification: All quality and final testing of equipment prior to shipment from manufacturer and final assembler to be performed by FPS certified mechanics.</p> <p>Safety Certification Training: To promote and ensure the safe operation of our equipment amongst our Sourcewell members, Altec offers numerous OSHA based training CBTs and Trainer led safety programs. Altec SENTRY complies and demonstrates the vital safety features necessary for the industries in which we serve.</p> <p>Safety Standards: Standard Safety features are provided on every applicable unit; outrigger boom Interlock, outrigger motion alarm, back up alarm, unit/outrigger selector, Altec ISO Grip (Insulated Control Handle, Auxiliary Control Covers, Control Console (dashboard), Boom Tip Covers). Available tools; Lanyard interlock, Load Monitoring Systems, Basic Operating Videos, Safety Videos, Sales Videos.</p> <p>Corporate Training: People (training and certifications), process (a controlled process that provides traceability and accountability) and technology (machinery used) makes Altec a differencing Vendor.</p> <p>Warranty: Most of our products have a limited lifetime structural warranty.</p> <p>National Service / Support Network: As a private company dedicated to our customers and associates, Altec leads the way in service and customer satisfaction in the markets we serve. Altec is proud to provide products and services that help crews work safer and smarter.</p> <ul style="list-style-type: none"> o On-line 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. o 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 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * |
|-----------|---|--|
| 45 | Do your warranties cover all products, parts, and labor? | Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on most models. Please see attached "Warranty - Documents" for more information |
| 46 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins. Please see attached "Warranty - Documents" for more information |
| 47 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, standard warranty is 90 days for travel charges. |
| 48 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 44 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative. |
| 49 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc. |
| 50 | What are your proposed exchange and return programs and policies? | Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales. |
| 51 | Describe any service contract options for the items included in your proposal. | We have included in our product offering service contract packages for member consideration at discounted rates. These include Preventative Maintenance (PM) Inspections at several different intervals, DOT inspections, Dielectric Tests. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
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| 52 | 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 "Payment Terms - Customer Detail" 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 AEPREMITTANCE@ALTEC.COM or your local Altec Account Manager. |
| 53 | Describe any leasing or financing options available for use by educational or governmental entities. | Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers. The benefits of our Municipal Lease option include: <ul style="list-style-type: none"> • Finance terms to match the useful life of the equipment. • Flexible lease options to shorten life cycles and decrease maintenance costs. • Conserves capital budget funds. • Match payments with budget allocations. • Non-appropriation language included. Equipment - Altec aerial trucks, digger derricks, cranes and miscellaneous specialty equipment. Ancillary non-Altec equipment will also be considered along with the leasing of Altec equipment Lease Term - 3 years to 8 years. Please call for shorter or longer lease terms. For used equipment, the age of the unit plus the lease term cannot exceed 8 years Purchase rates shown on attached document "Price List - Altec Capital Rate Matrix 11-1-2021" are good for 30 days from Date shown above. Credit Ratings - Baa or better Contact Altec Capital for a quote for your specific opportunity. With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner. Please feel free to visit http://www.alteccapital.com for more information. |
| 54 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Each opportunity will be quoted to customer, in compliance with Sourcewell contract terms and conditions including pricing and discount structure. Altec has created templates to help standardize the work practice and ensure we are quoting in a compliant manner. Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their requirements are being met with our proposal. This document will include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example". |
| 55 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Yes Altec accepts the P-card, there is a fee of 3% for credit card transactions used for the purchase of major units |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of

an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|---|
| 56 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | <p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p> |
| 57 | 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. | <p>Line Item Proposed Contract Pricing plus \$2.20/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP depending on the model. Please see attached "Price List - ALTEC 110421 11-4-2021" for USA, and "Price List - ALTEC 110421 11-4-2021 CANADA" for Canada . NUECO pricing sheet is attached as well and represents a 3% discount off of standard pricing "Price List - NUECO - 2021"</p> <p>JJ Kane Auctioneers, an Altec company, is a full-service auction company that specializes in the remarketing of Utility and Forestry Equipment including but not limited to aerial lifts, cranes, digger derricks, cable placing machines, directional drills, excavation equipment, and trenchers, is offering Sourcewell members a 28.6% savings off their typical sellers fee. Please see attached "Price List - and Notes JJ Kane"</p> <p>Altec Capital rate sheet is attached "Price List - Altec Capital Rate Matrix 11-1-2021" as well as "Altec Capital Sourcewell Proposal". These rates are based on a credit rating of Baa or better, and are not to exceed rates.</p> <p>There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.</p> |
| 58 | Describe any quantity or volume discounts or rebate programs that you offer. | <p>For equipment purchase prices:</p> <p>2-5 Units: 1% Discount from Contract Price 6-10 Units: 1.5% Discount from Contract Price 11-19 Units: 2% Discount form Contract Price 20+ Units: TBD at Time of Order</p> <p>Note: Units must be identical and ordered at the same time to qualify for quantity rebate.</p> |
| 59 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | <p>Altec is offering nearly 500 of our most commonly ordered line items with specific pricing for Sourcewell members. When specific customer work practice requirements, customer preferences, ect, drive a need to utilize the Open Market section of our quote template, we will present a unique quote for each such request for customer review that will supplement the base model and contract items being quoted. This will all be accomplished with our standard quote template document, and allow our customers to be able to customize their equipment as desired.</p> |
| 60 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | <p>Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.20 / mile for CONUS. Quotes would need to done for anything outside of the CONUS and will be priced at or below fair market value.</p> |
| 61 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>Altec has a team of drivers that work for the company. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.20 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.</p> |
| 62 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | <p>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.</p> |

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| 63 | 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, please see attached "Company Information - Altec Production Facilities" 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 pickup their equipment at the manufacturing location, take a guided tour of the plant, and meet the Altec team that built their truck if desired. | * |
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Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
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| 64 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
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| 65 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. | <p>Our Technical Sales Representatives that prepare Sourcwell quotes for our customers go through training on the Sourcwell quote process, requirements, and our quote template is up to date and posted on our internal company site. The quote template governs our pricing and ensures we are providing contract compliant quotes. Our Account Managers must verify customer eligibility and flag the opportunity as a Sourcwell quote in our system in order to receive Sourcwell pricing and discounts. We currently, and will continue to run quarterly reports for orders invoiced and flagged as Sourcwell, and compare the customers on this list with members listed on Sourcwell's website to check again that customers are members. The reporting and audit process is administered by Altec Corporate, with visibility of global operations. Internally, we run reports every month and identify any potential discrepancies before it is time to report our quarterly numbers and pay administrative fee to Sourcwell.</p> <p>Please see attached "Audit - Standard Docs - Quote Template Example". We will typically also include a detailed quote document, in order for customer to verify their equipment requirements are being met with our proposal. This document may include additional notes at the end. Please see attached "Standard Docs - Detailed Quote Document Example".</p> |
| 66 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | <p>Monthly update on new customers using our Sourcwell contract. Customers that use our Rental Equipment contract #062320-ALT that we are able to transition and fulfill other equipment needs with this new contract. Also number and ratio of formal bids that are being requested by our Sourcwell eligible customers. Training for 100% of Account Managers and Technical Sales Representatives on benefits and use of contract.</p> |
| 67 | Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | <p>We would like to propose a 1% administrative fee payment to Sourcwell on all orders through Altec Industries, including NUECO, Service, Supply and SENTRY.</p> <p>Altec Capital proposes a flat \$250 fee for lease transactions under the Sourcwell Contract.</p> <p>We propose an administrative fee of 1% of JJ Kane revenue (buyers fee and sellers fee).</p> |

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

| Line Item | Question | Response * |
|-----------|--|---|
| 68 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Altec is proposing Sourcewell members have access to essentially 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:</p> <ul style="list-style-type: none"> • 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) • 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) • Wood Chippers • 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 • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please visit our website at www.altec.com for more product specific details, and see attached file "Company Information - Altec Subsidiary Information".</p> |
| 69 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <ul style="list-style-type: none"> • Altec Capital Services - financing • Altec Service - maintenance and service work • JJ Kane Auctioneers - specializes in the remarketing of Utility Equipment • Altec NUECO - the only supplier of Altec Certified Pre-Owned Trucks • Altec Supply - replacement parts and accessories • Altec Sentry - training <p>Please and see attached file "Company Information - Altec Subsidiary Information".</p> |

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

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

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|--|
| 70 | Telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms | <input checked="" type="radio"/> Yes <input type="radio"/> No | Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • 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) • Altec's Aerial offerings include material handling and personnel only platforms, with platform heights from 35' to 207' |
| 71 | Digger derricks, and cable placing, pulling, and tensioning equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Derrick Devices with standard service bodies mounted on chassis (backyard, distribution and transmission) • Cable Placers, Stringers, Tensioners and Pullers mounted on chassis or trailers (overhead and underground) |
| 72 | Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers | <input checked="" type="radio"/> Yes <input type="radio"/> No | Equipment is proposed as "turn-key" and would include: <ul style="list-style-type: none"> • Pressure Diggers mounted on chassis (digging depth from 10-22 ft) |
| 73 | Utility locating equipment | <input checked="" type="radio"/> Yes <input type="radio"/> No | Altec has utility locating equipment available for purchase with new equipment, or through Altec Supply |
| 74 | Accessories, supplies, replacement or wear parts, and services related to the offering of equipment in Lines 69-72 | <input checked="" type="radio"/> Yes <input type="radio"/> 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). |

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Lists.zip - Thursday November 04, 2011 : 8:47
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday November 04, 2011 : 9:41
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Thursday November 04, 2011 : 3 :
- M E/M E/S E or related Certificates (optional)
- [Warranty Information](#) - Warranty - Documents.pdf - Thursday November 04, 2011 : 3 :56
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Thursday November 04, 2011 : 35:18
- [Upload Additional Document](#) - Altec Capital Sourcewell Proposal.docx - Thursday November 04, 2011 : 35:40

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Riley Browne, 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 contractual obligations contemplated in the bid.

Yes No

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

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

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|--|-------|
| Addendum_4_Public_Utility_Equipment_RFP_110421 Thu October 14 2021 04:33 PM | <input checked="" type="checkbox"/> | 2 |
| Addendum_3_Public_Utility_Equipment_RFP_110421 Mon September 27 2021 05:28 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_2_Public_Utility_Equipment_RFP_110421 Fri September 24 2021 03:55 PM | <input checked="" type="checkbox"/> | 1 |
| Addendum_1_Public_Utility_Equipment_RFP_110421 Mon September 20 2021 02:54 PM | <input checked="" type="checkbox"/> | 1 |