

**MASTER AGREEMENT #091125****CATEGORY: Public Utility Equipment with Related Accessories and Supplies****SUPPLIER: Elliott Equipment Company**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Elliott Equipment Company, 3514 South 25<sup>th</sup> Street, Omaha, NE 68105 (Supplier).

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

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

**Article 1:  
General Terms**

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

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

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

**13) Supplier Representations:**

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

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

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

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

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

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

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

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

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

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

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

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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



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

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

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

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

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

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

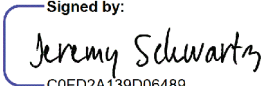
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

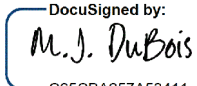
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within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

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

Sourcewell

Elliott Equipment Company

Signed by:  
  
C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/8/2026 | 12:05 PM PDT

DocuSigned by:  
  
C65CBA257A53411...  
 By: \_\_\_\_\_  
 M.J. DuBois  
 Title: Authorized Contract Administrator  
 Date: 4/8/2026 | 7:49 AM PDT

# RFP 091125 - Public Utility Equipment with Related Accessories and Supplies

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## Vendor Details

Company Name: DuCo, LLC  
Address: 2462 LAUREL ROAD E #565  
Nokomis, Florida 34275  
Contact: MJ DUBOIS  
Email: mjdubois@ducollc.com  
Phone: 410-924-1004  
Fax: 410-924-1004  
HST#: 81-1963530

## Submission Details

Created On: Wednesday August 13, 2025 12:58:14  
Submitted On: Friday September 05, 2025 13:49:53  
Submitted By: MJ DUBOIS  
Email: mjdubois@ducollc.com  
Transaction #: a59df01d-c530-4c14-9f4d-f7f4173c93fb  
Submitter's IP Address: 147.243.236.40

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**Specifications**

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Elliott Equipment Company
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Elliott has applied for their CAGE code through The System for Award Management (SAM)
5	Provide your NAICS code applicable to Solutions proposed.	333120 Construction Machinery Manufacturing
6	Proposer Physical Address:	3514 South 25th Street Omaha, Nebraska 68105
7	Proposer website address (or addresses):	www.elliottequip.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 2462 Laurel Road E #565 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004 SEE ATTACHED EXECUTED AUTHORIZATION
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC 2462 Laurel Road E #565 Nokomis, FL 34275 email: mjdubois@ducollc.com Phone: 410-924-1004
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Jim Glazer, President Elliott Equipment Company 3514 South 25th Street Omaha, NE 68105 402-932-9492 jim.glazer@elliottequip.com

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

Line Item	Question	Response *
11	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested Solutions.	Elliott Equipment Company was founded in 1948 by Richard Elliott with a vision to transform how people work at height. For over 75 years, Elliott has been a trusted partner to utility, governmental, sign and lighting, electrical contractor, mining, and infrastructure professionals across North America. Their truck-mounted aerials, cranes, and digger derricks have helped build and maintain the power grid, highway system,

and critical infrastructure that support modern life.

Elliott's mission, "Creating the Best Solutions for Lifting and Positioning People and Materials"—captures their innovation-driven, customer-first approach. They are committed to delivering versatile, long-lasting equipment that enhances safety, productivity, and return on investment.

Elliott lives its mission as follows:

**Creating:** Elliott pioneered the use of truck-mounted aerial work platforms. From telescopic HiReach aerials to fully integrated digger derricks, Elliott has shaped industry standards for safety, durability, and utility. Their latest innovations include the E150i, named IPAF Truck-Mounted Aerial Platform of the Year, and new HiReach models like the L50, L65, V63, and M87.

**The Best Solutions:** Elliott takes a consultative approach to every sale, ensuring each machine is tailored to the user's real-world job requirements. Elliott machines are engineered for longevity—many remain in service for 20–30 years—and they still support models built in the 1970s with available parts and documentation.

**For Lifting and Positioning People and Materials:** Every Elliott product is designed for multi-functionality. Their aerials, cranes, and digger derricks are capable of lifting personnel and materials and can be outfitted with a wide range of platform accessories and job-specific enhancements to maximize field performance.

Elliott Equipment Company's Core Values and Business Philosophies include the following:

**Safety:** Elliott's designs meet or exceed ANSI and OSHA requirements, and they prioritize user safety in everything they build.

**Customer Satisfaction:** Elliott exceeds expectations with responsive service, tailored solutions, and a commitment to long-term support.

**Culture:** Elliott fosters a high-integrity, team-based environment built on trust, mutual respect, and continuous improvement.

**Sustainability:** As a family-owned business, Elliott makes decisions for the long term. They invest in people, processes, and systems that ensure stability and growth.

**Elliott's Modern Operating Platform**

Elliott's ability to deliver on its mission is powered by a modern, integrated operating platform:

**EECOS (Elliott Equipment Company Operating System):** Their enterprise-wide framework focuses on standardizing processes, increasing quality, and reducing waste. It supports strategic planning, lean manufacturing, inventory control, and continuous improvement initiatives.

**EQMS (Elliott Quality Management System):** Elliott's quality system ensures all products meet rigorous standards before they leave the factory. Root cause analysis, closed-loop corrective actions, and an Andon issue-tracking system ensure quality is built in, not inspected in.

**Aftersales Support:** Elliott maintains a robust aftermarket program including Documoto parts catalog, Intuitive warranty management, and a nationwide service network. Their customers have access to 24/7 technical support, "Tech Tip" videos, and rapid-turn parts and service response.

**Product Line Growth**

Since 1991, Elliott has expanded from two HiReach models to a portfolio that includes:

33+ HiReach aerials (45'–240') with platform and material handling options  
 14+ BoomTrucks (10–50 tons) with customizable lifting tools, post-hole diggers, and personnel platforms  
 A growing line of Digger Derricks including the D47, D86, D100i, D105, and D115, designed for transmission construction and storm response, with class-leading torque, reach, and lifting capacity.

**Engineering and Manufacturing Excellence**

All Elliott machines are designed, built, and tested in our state-of-the-art 210,000 sq. ft. facility in Omaha, Nebraska. Elliott's integrated team of mechanical, hydraulic, electrical, and structural engineers works closely with end-users to develop customized solutions that exceed industry standards.



		<p>Elliott controls the design and manufacturing of all critical components—booms, platforms, wiring harnesses, load charts, and control systems—ensuring high performance, structural integrity, and compliance with ANSI/OSHA/ASME standards.</p> <p><b>Dealer and Distribution Network</b> Elliott supports Sourcewell members through a growing national dealer network, including specialty government dealers who focus on fleet vehicles such as sweepers, plows, and vacuum trucks. Their partners are trained to support Elliott products and provide localized service and expertise. Elliott also offers direct factory sales and support when needed.</p> <p><b>Ready for the Next 75 Years</b> Elliott is proud to be one of the few family-owned manufacturers in their space to reach 75 years. With a focus on innovation, quality, and customer success, they are well positioned to serve Sourcewell members today and into the future. Whether you're replacing aging aerials, expanding your fleet, or responding to storm damage, Elliott Equipment Company is a partner you can count on for the long haul.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>Elliott Equipment Company is excited about the opportunity to renew their partnership with Sourcewell through a new contract award. They view this contract as a key platform for expanding access to their industry-leading, multi-function equipment for Sourcewell Members across North America, including municipalities, utilities, public works departments, and other government users.</p> <p>An awarded contract would reinforce their ongoing commitment to providing customizable, innovative, and exceptionally built truck-mounted solutions—from aerial work platforms to digger derricks and BoomTruck cranes—that help Members safely and efficiently lift and position people and materials.</p> <p>Elliott's expectations go beyond product access. The Sourcewell contract supports their broader effort to enhance customer support and lifecycle value through their North American network of factory-trained dealers. Rather than expanding the dealer footprint indiscriminately, they are focused on developing their existing "government house" dealers—those who specialize in selling and supporting equipment for municipal and public sector fleets. Elliott invests in these partners with targeted training programs in Sourcewell contract use, public-sector sales strategy, and technical support, ensuring that every Member receives the service, responsiveness, and follow-through they expect.</p> <p>In addition, Elliott has partnered with United Rentals, a Sourcewell-awarded vendor, to further expand the reach and flexibility of their equipment within the network. This partnership allows Sourcewell Members to rent Elliott aerials, cranes, and digger derricks—a key benefit for those facing capital budget constraints or responding to short-term or emergency needs. This rental pathway ensures Members have access to Elliott's high-performance equipment even when direct procurement may not be immediately feasible.</p> <p>Elliott has already seen strong growth in Sourcewell-related sales and rentals, and they are confident that momentum will accelerate with a new award. The contract helps them equip Members with safer, more versatile machines while streamlining procurement, enhancing compliance, and reducing administrative overhead.</p> <p>Ultimately, Elliott's expectation is that this contract award will enable them to continue delivering value—not only through their products, but through their people, their partners, and their commitment to helping Sourcewell Members do more with confidence.</p>

<p>13</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Elliott Equipment Company is a financially strong and responsibly managed manufacturer with over 75 years of continuous operation. They have built a long-term reputation for stability, quality, and performance by maintaining a disciplined approach to their financial management and growth. While Elliott is not entirely debt-free, Elliott uses debt conservatively—primarily for short-term working capital needs—and they maintain a strong balance sheet, ample liquidity, and high creditworthiness. Elliott's financial strategy prioritizes long-term health over short-term gains, and they have consistently reinvested in their facilities, systems, and team to support future growth.</p> <p>To support this application, please see the attached:</p> <p>Bank Reference Letter from First Interstate Bank, affirming their sound financial standing and long relationship with a trusted financial institution, a Certificate of Good Standing from the State of Nebraska, confirming their continued compliance with regulatory requirements, summary of D&amp;B report and a current Nebraska Dealers License.</p> <p>Other key indicators of Elliott's financial stability include:</p> <p>Operation of a modern 210,000 sq. ft. manufacturing facility with significant recent capital investments in automation, technology, and lean production systems</p> <p>Consistent year-over-year revenue growth across a diversified customer base in utility, municipal, government, and commercial sectors</p> <p>A healthy and growing backlog, reflecting long-term customer confidence in their products and service</p> <p>Elliott's strong cash flow and prudent use of debt provide the flexibility to fulfill large public contracts and offer reliable support to Sourcewell Members. Elliott views financial strength not just as a metric, but as a responsibility—to their customers, their employees, and their public-sector partners.</p> <p>Elliott Equipment Company is proud of its enduring legacy and is well-positioned to serve Sourcewell and its Members as a stable, trusted, and responsive partner for years to come.</p>
<p>14</p>	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>Elliott Equipment Company is a market leader in several specialized segments of truck-mounted equipment, particularly those relevant to Sourcewell Members, including municipalities, utilities, transportation departments, and public works fleets.</p> <p><b>HiReach Aerial Work Platforms</b> Elliott's HiReach line is uniquely positioned in the aerial equipment market. These are not standard "bucket trucks." Instead, HiReach units combine personnel lifting, material handling, and multi-tool platform functionality in one machine. This sets them apart from traditional bucket trucks, which typically lack material handling capability and tool integration.</p> <p>Because of these differentiators, Elliott estimates that it holds approximately 80% of the U.S. market share for this niche category of multi-function truck-mounted aerial platforms. This dominance reflects their long-term leadership, broad product range (working heights from 45 to 240 ft), and deep alignment with government and utility applications.</p> <p><b>Boom Trucks (Cranes under 18 Tons)</b> For truck-mounted telescopic cranes under 18 tons—an especially relevant category for municipalities and utility fleet buyers—Elliott maintains an estimated 20% market share. This market is competitive, but Elliott's ability to customize and support each unit for public-sector use (e.g., utility pole work, sign and lighting maintenance, small lift infrastructure work) makes them a preferred provider within Sourcewell's target user base.</p> <p><b>Digger Derricks</b> Elliott has rapidly gained market share in the specialized category of transmission-class digger derricks, where it now holds an estimated 40% market share. These are high-reach, high-torque, insulated digger derricks ideal for storm restoration, transmission line construction, and other heavy-duty public utility work, as well as highway lighting and signage applications where their long reach minimizes traffic disruption. The growth in this category reflects the market's recognition of Elliott's commitment to innovation, performance, and support.</p> <p>Across all categories, Elliott's strength lies not only in market share, but in their ability to offer multi-function, highly customizable machines that increase utilization, reduce total cost of ownership, and are supported by a nation wide dealer and service network. Elliott believes these attributes align strongly with the goals and purchasing needs of Sourcewell Members.</p>

15	What is your Canadian market share for the Solutions that you are proposing?	Elliott estimates its Canadian market share closely mirrors its U.S. performance. They hold an estimated 75–80% share in the high-reach aerial segment with material handling capability, 15–20% in sub-18-ton cranes, and 30–35% in transmission-class digger derricks. Their Canadian presence is supported by a growing network of trained dealers and Sourcewell-aligned government partners.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A - Elliott Equipment Company has never petitioned for bankruptcy protection at any point in its 75+ year history.
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Elliott Equipment Company is a U.S.-based manufacturer headquartered in Omaha, Nebraska.</p> <p>They engineer and manufacture all of their products in-house and go to market through a North American distribution network of independently owned and operated dealers. These distributors are carefully selected and assigned exclusive territories based on their ability to provide dedicated local sales, service, and parts support. Each distributor is contractually obligated to meet Elliott’s high standards for customer service, product knowledge, and aftermarket support. In addition to their independent dealer network, Elliott maintains a team of internal sales, technical service, and parts support specialists who directly assist their dealers and customers across the U.S. and Canada. These factory employees are responsible for training, program management, and ensuring consistent product quality and contract compliance.</p> <p>This dual-support model—factory-trained independent dealers and direct factory backup—ensures that Sourcewell members receive fast, responsive, and expert service from pre-sale consultation through post-sale support.</p>
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Elliott Equipment Company is fully licensed and compliant with all regulatory requirements necessary to manufacture and distribute the equipment proposed in this RFP. Elliott holds a valid Nebraska Motor Vehicle Dealer License, which is included in the attachments to this application.</p> <p>In addition to state licensing, Elliott ensures full conformance with the most rigorous industry safety and performance standards for every equipment category they manufacture:</p> <p>ANSI A92.2 – Elliott’s HiReach aerial work platforms are engineered and manufactured in compliance with this standard for vehicle-mounted elevating and rotating aerial devices used to lift personnel.</p> <p>ASME B30.5 – All Elliott BoomTruck cranes meet or exceed this standard for mobile and locomotive cranes.</p> <p>ASME B30.23 – BoomTrucks equipped for personnel handling are also designed to meet this additional safety standard for personnel platforms attached to cranes.</p> <p>ANSI A10.31 – Elliott’s digger derricks are built in full compliance with this construction safety standard.</p> <p>OSHA 1926 Subpart CC (1926.1400) – All Elliott cranes meet applicable OSHA requirements for construction cranes and derricks.</p> <p>Elliott also audits their supply chain to ensure critical subcontractors and suppliers maintain appropriate ISO certifications and quality controls. The in-house engineering, quality assurance, and compliance teams rigorously verify that all equipment shipped under the Sourcewell contract continues to meet these standards throughout the life of the agreement. This comprehensive approach to certification and compliance reflects their core values of safety, quality, and accountability—ensuring that Sourcewell members receive equipment that is not only high-performing, but also meets or exceeds all applicable regulations.</p>

19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Elliott Equipment Company affirms that it has never been suspended, debarred, or otherwise declared ineligible to participate in any federal, state, provincial, or municipal contracts in the United States or Canada.</p> <p>Elliott takes great pride in their longstanding reputation for integrity, transparency, and compliance. For over 75 years, Elliott has operated with a commitment to ethical business practices, full regulatory compliance, and responsible corporate citizenship. This clean record reflects their dedication to building long-term trust with their customers, suppliers, and government partners. Elliott continuously trains their employees and dealers on compliance obligations and maintain internal controls to ensure they meet all applicable laws, standards, and contract requirements—further minimizing any risk of compliance violations.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Elliott Equipment Company has received numerous awards over the past five years recognizing its leadership in innovation, workplace safety, engineering excellence, and export growth. Highlights include:</p> <p>2024 – Greater Omaha Chamber of Commerce: Selected as one of Omaha’s Most Innovative Companies, recognizing Elliott’s advancements in multifunctional aerial work platforms, investment in R&amp;D, and long-standing contributions to Nebraska’s manufacturing sector.</p> <p>National Safety Council of Nebraska: Honored for over 14 consecutive years as one of the safest workplaces in the state, reflecting Elliott’s unwavering commitment to employee safety and operational excellence.</p> <p>Nebraska Business Development Council – Small Exporter of the Year: Recognized for expanding the global footprint of Elliott products and increasing international sales while supporting Nebraska’s economy.</p> <p>Lift and Access LLEAP Award: In October 2021, the I211 aerial work platform received First Place in the Vehicle-Mounted Aerial Lift Category, awarded to the year’s most innovative lifting products.</p> <p>Construction Equipment Magazine – Top 100 New Products of the Year: Multiple Elliott products have been included for their engineering innovation, jobsite performance, and end-user impact.</p> <p>IPAF “Truck-Mounted Aerial Product of the Year”: Elliott’s E150i was honored for its cutting-edge capabilities, combining high reach, material handling, and insulation in a single platform.</p> <p>Governor’s Proclamation: Nebraska Governor Pete Ricketts selected Elliott Equipment to host the state’s 2021 National Manufacturing Month proclamation event, showcasing Elliott’s contributions to workforce development and U.S.-based manufacturing.</p> <p>American Welding Society Annual Awards Meeting Host: Selected by the AWS to host its national awards meeting, recognizing Elliott’s leadership in welding practices and industrial quality.</p> <p>These honors reflect Elliott’s core strengths—innovation, safety, customer focus, and American manufacturing leadership—and align with Sourcewell’s mission to connect members with high-value, performance-driven suppliers.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Elliott’s government sales include a diverse range of public sector entities such as municipal and rural utilities, state Departments of Transportation (DOTs), toll road authorities, school districts, universities, airports, and light rail systems; approximately 10% of their overall sales are in these categories. Their governmental sales have increased during this period, and sales to utility entities—which often overlap with public infrastructure and services—have also grown significantly. This indicates a healthy and expanding base of governmental customers, supported by Elliott’s dedicated dealer training, Sourcewell contract participation, and strategic partnerships with rental leaders like United Rentals. Elliott continues to develop this segment through enhanced product offerings (e.g., non-CDL units, insulated aerials, and digger derricks), specialized dealer development, and strong after-sales support—ensuring they are well-positioned to serve the evolving needs of Sourcewell Members.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Elliott has an established history of serving educational institutions, including universities such as Duke University and Oklahoma State University, as well as public school systems like the Newark Board of Education. Elliott’s non-CDL HiReach aerial platforms, which feature large work platforms, advanced diagnostics, and multi-function capabilities, are particularly well-suited for school district maintenance, signage, lighting, and facility upkeep. Approximately 2% of their total sales are to the education sector.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Elliott currently holds a contract with Sourcewell, which has been their only national cooperative purchasing vehicle. Over the past three years, annual sales volume through Sourcewell has steadily increased, reflecting growing adoption by municipalities, utilities, DOTs, school districts, and other government agencies across the U.S. and Canada.</p> <p>Elliott views Sourcewell as The Strategic Channel and continues to invest in training their dealer network, expanding awareness through co-marketing, and promoting rental partnerships (such as with United Rentals, also a Sourcewell vendor) to increase the contract's reach.</p>	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Elliott Equipment Company does not currently hold a GSA contract or SOSA, their products are actively used by several U.S. federal agencies, including the Department of Energy (DOE), Department of Defense (DOD), and NASA. These agencies typically procure this equipment through authorized dealers or rental partners, or via open-market bids and project-specific procurement channels.	*

**Table 2B: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
City of Yukon, Oklahoma	Jason Worden: jworden@yukonok.gov See attached Letter of Reference	405-318-6130	*
City of Long Beach, California	Jose Espinoza: jose.espinoza@lbwater.org See attached Letter of Reference	562-570-2300	*
City of Anaheim, California	Ian Garrett: igarrett@anaheim.net See attached Letter of Reference	714-765-5424	*
Los Angeles County Sanitation Districts, California	Edward Gomez: edwardgomez@laacsd.org	562-699-7411	
Town of Cicero, Illinois	Sam Jelic: sjelic@thetownofcicero.com	708-656-3600	

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

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

Line Item	Question	Response *	
26	Sales force.	<p>Elliott's sales force is structured to provide responsive, expert-level support to Sourcewell participating entities across the United States and Canada. Their core sales team consists of five regional sales managers and two inside sales managers, all of whom are direct Elliott employees. These professionals work closely with Sourcewell Members, guiding them through product selection, specifications, and quoting them in a consultative manner to ensure they receive the most effective, safe, and cost-efficient solution for their job.</p> <p>Our regional managers are geographically distributed to ensure coverage across all major regions, providing in-field support, live demonstrations, and application-based consultations. Meanwhile, Elliott's inside sales managers, based at our Omaha headquarters, provide quoting, compliance, and technical configuration support to both dealers and Sourcewell Members.</p> <p>Elliott maintains a network of over 45 trained dealer sales and service locations across the U.S. and Canada. These dealers are independent companies that operate under exclusive geographic agreements and are fully trained in both Elliott products and Sourcewell contract procedures. They provide local sales, service, parts, delivery, and on-site training capabilities. Many of these dealers specialize in supporting municipal and governmental clients and are considered "government houses" that understand public sector procurement processes.</p> <p>Elliott's sales personnel work hand-in-hand with their service and engineering teams, which creates a seamless experience from product selection through to long-term support. This integrated approach ensures every Sourcewell Member receives personalized service, local support, and high-performing equipment that is built for them.</p>	*

<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Elliott Equipment Company supports Sourcewell participating entities through a robust and growing network of over 45 authorized distributor locations across the United States and Canada. These independently owned distributors are carefully selected and assigned exclusive territories to ensure accountability and consistency in both sales and service support. Each distributor is fully trained in Elliott product specifications, Sourcewell contract procedures, quoting protocols, and governmental customer requirements.</p> <p>Many of these dealers are “government houses”—specialized in selling to municipalities, utilities, school districts, and other public sector entities. Since joining the Sourcewell program, Elliott has actively developed and trained this network to enhance its ability to serve Sourcewell Members. This includes ongoing training sessions, sales workshops, and direct engagement on how to configure, quote, and deliver custom-engineered Elliott equipment through the Sourcewell contract.</p> <p>These distributors not only sell Elliott products, but also rent, service, and maintain the equipment—ensuring full lifecycle support at the local level. This enables Elliott to deliver prompt, reliable support for Sourcewell Members coast-to-coast and ensures local expertise is always available. This dealer network is tightly integrated with Elliott’s internal sales, service, and parts teams, headquartered in Omaha, Nebraska. The result is a powerful blend of national scale and local responsiveness—designed specifically to meet the needs of governmental entities through a seamless and customer-focused distribution model.</p> <p>See the attached Distributor list.</p>
<p>28</p>	<p>Service force.</p>	<p>Elliott Equipment Company delivers exceptional service coverage to Sourcewell Members through a comprehensive, multi-tiered support system. Their core factory service team includes five full-time technical support representatives and a dedicated four-person parts team who provide direct assistance to their dealers and customers across North America. These professionals are Elliott employees, trained in both the technical and operational aspects of the full product line.</p> <p>Beyond the internal staff, Elliott supports Sourcewell Members through a robust distributor service network made up of 45 authorized dealers—many with multiple branch locations—offering well over 100 service points across the U.S. and Canada. Most of these dealers provide full-service capabilities including mobile service, preventative maintenance, warranty repairs, and parts stocking.</p> <p>To further minimize downtime and ensure rapid response, Elliott has also established a supplemental network of independent service providers in key regions. These service partners undergo Elliott product training and are available to fill coverage gaps or provide surge support as needed.</p> <p>Elliott has 24/7 factory support hotline ensures that help is always available, even after hours or on weekends, and is backed by online resources such as our Tech Tips knowledge base, digital troubleshooting guides, and their Documoto-powered online parts catalog. This combination empowers technicians and customers to identify issues quickly, get real-time support, and receive expedited parts ordering with next-day delivery available.</p> <p>Many of the independent dealers offer roadside assistance services and maintain mobile service trucks equipped for on-site repairs, which is particularly valuable to municipalities, utilities, and DOTs that may operate in the field or in remote areas.</p> <p>Elliott’s commitment to uptime, responsiveness, and nationwide service coverage ensures that Sourcewell Members can rely on consistent, high-quality support—whether for purchase, rental, or long-term fleet maintenance.</p>

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Elliott Equipment Company has developed a seamless and transparent ordering process to ensure Sourcewell Members receive accurate pricing, efficient delivery, and comprehensive support from start to finish. The order process is designed to provide full visibility, eliminate confusion, and uphold the integrity of the Sourcewell contract.</p> <ol style="list-style-type: none"> <li>1. Initial Contact: When a Sourcewell Member is interested in purchasing an Elliott unit, they begin by contacting their local authorized Elliott distributor, each distributor is trained on Elliott's Sourcewell contract and product specifications to ensure proper guidance from the start.</li> <li>2. Sourcewell Quotation Request: The Member provides their Sourcewell Member Number and requests a quote under the cooperative purchasing contract.</li> <li>3. Configuration &amp; Pricing: Elliott's internal factory sales staff works closely with the distributor to ensure the machine configuration matches the Member's specific needs. Because Elliott units are highly customizable, this step ensures the proposal is accurate, compliant, and optimized for the customer's application. The internal sales team generates a Sourcewell Worksheet, which includes the contract pricing and product configuration, and forwards it to the distributor.</li> <li>4. Purchase Order Submission: The distributor presents the authorized Sourcewell quote to the Member. Upon acceptance, the Member issues a Purchase Order (PO) to the distributor, who in turn submits the PO and the completed Sourcewell Worksheet to Elliott for processing and production scheduling.</li> <li>5. Production, Delivery, and Training: Elliott builds the custom unit to the agreed specifications. Once complete, the distributor handles delivery and performs an on-site startup and operator training session at the Member's facility to ensure safe, confident operation of the equipment.</li> </ol> <p>Throughout this process, Elliott remains actively involved in ensuring compliance with Sourcewell contract terms and pricing. The collaborative approach between factory staff and distributors ensures that Sourcewell Members benefit from both local support and factory-direct expertise. In addition, Elliott's tracking and reporting systems ensure proper quarterly sales reporting and administrative fee remittance to Sourcewell, maintaining transparency and accountability on every order.</p>
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<p>30</p>	<p>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>	<p>Elliott Equipment Company is committed to delivering an exceptional customer service experience that maximizes uptime, minimizes disruption, and empowers Sourcewell Members to keep their communities running. The Elliott internal customer service model blends factory-direct support, a well-trained distributor network, and a supplemental network of independent service providers—collectively ensuring that they offer one of the most responsive and effective after-sales programs in the industry.</p> <p>Service begins with quality at the source: Every Elliott unit undergoes rigorous factory inspection and testing under their ISO-aligned Quality System to ensure performance and reliability before shipment. Upon arrival, authorized dealers perform a thorough pre-delivery inspection (PDI) and onsite customer walkthrough to ensure a smooth startup.</p> <p>Elliott offers the longest standard warranty in their industry:</p> <ul style="list-style-type: none"> <li>• 1-year full parts &amp; labor on aerials and digger derricks</li> <li>• 2 years full parts &amp; labor on cranes</li> <li>• Lifetime structural warranty on all equipment</li> </ul> <p>Elliott measures all after-sales performance through key internal metrics, including:</p> <ul style="list-style-type: none"> <li>• Warranty claims as a % of sales</li> <li>• Scrap and rework rates</li> <li>• Final checkout duration per unit</li> <li>• Parts fill rates and response times</li> <li>• First-call service resolution rates</li> </ul> <p>Elliott maintains a centralized, in-stock parts inventory and requires dealers to maintain common-wear parts to reduce downtime. Over 90% of parts orders ship within 24 hours, with next-day delivery available to any point in North America.</p> <p>Elliott backs their network with 24/7 support from Elliott factory service technicians. These are highly experienced professionals with in-depth knowledge of the hydraulic, electrical, and structural systems. Recently, Elliott has launched new Bluetooth-enabled diagnostics on key models, allowing for remote troubleshooting and faster field service resolutions. To further enhance response times, Elliott has built a national network of over 100 service points, which includes:</p> <ul style="list-style-type: none"> <li>• 45+ authorized Elliott dealers (many with multiple branch locations)</li> <li>• A growing number of certified independent service providers</li> <li>• Roadside and mobile field repair units</li> </ul> <p>Elliott also provides an extensive library of online Tech Tips, service bulletins, and training videos, helping field mechanics diagnose and solve issues without delay. Their online parts portal simplifies ordering and tracking, with VIN-based lookup and live availability.</p> <p>Finally, Elliott conducts regular dealer performance reviews and incentivizes top-tier support by linking eligibility for co-op advertising, new demos, and exclusive promotions to service metrics—ensuring their partners share in their commitment to keeping customers up and running.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Elliott Equipment Company is fully committed and exceptionally well-positioned to serve Sourcewell participating entities across the entire United States. Elliott's products are sold, serviced, and supported through a robust network of over 45 authorized Elliott distributors, many of whom operate multiple branch locations, ensuring broad regional coverage and local expertise. Each distributor is trained and certified in Elliott products and in the Sourcewell program requirements, allowing them to support governmental customers with transparency, compliance, and confidence. Elliott complements this footprint with factory-direct support staff and a growing network of certified independent service providers to ensure over 100 service and support points nationwide. They maintain a dedicated Sourcewell support team at their headquarters in Omaha, Nebraska, and offer 24/7 access to factory technical assistance, parts ordering, and remote diagnostics. Elliott's internal sales team and regional managers work directly with Sourcewell Members and their local dealers to configure the right machine for the job—delivered on time and supported for the long haul.</p> <p>Elliott views their Sourcewell relationship not just as a contract vehicle, but as a partnership. Elliott has invested in specialized training, co-marketing, and continuous dealer development to grow the impact of this program. Their goal is to make it as easy and effective as possible for Members to access the most customizable, reliable, and multi-functional truck-mounted lifting equipment available in North America.</p>



32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Elliott Equipment Company views the U.S. and Canada as an integrated North American market and is fully committed to serving Sourcewell Members across all Canadian provinces and territories. Canadian exports consistently represent approximately 10% of Elliott's annual sales, and they have long-established, well-supported distributor relationships in Canada.</p> <p>Elliott's Canadian distributors are trained in both product knowledge and Sourcewell contract procedures, ensuring that participating entities can access compliant, transparent procurement and localized after-sales support. These distributors are responsible for regional sales, service, and parts, and are supported by our factory-direct technical and commercial teams based in Omaha, Nebraska.</p> <p>In addition to their Canadian dealer network, Elliott's 24/7 factory technical support, robust spare parts logistics, and online service tools are fully accessible to Canadian customers, ensuring timely and effective support regardless of geography. Elliott also maintains bilingual product literature and support documentation as needed to serve Canada's diverse population.</p> <p>Elliott is proud to deliver the same level of innovation, customization, and reliability to Canadian Sourcewell Members as they do in the U.S., and they remain committed to growing their presence and capabilities in Canada as demand continues to rise.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Elliott Equipment Company will have no geographic limitations in fulfilling the proposed Sourcewell contract. Their products and services are available to all Sourcewell participating entities throughout the United States and Canada, without restriction. Sourcewell is Elliott's exclusive cooperative purchasing contract, and they are fully committed to delivering seamless access, support, and fulfillment across North America.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Elliott Equipment Company is fully committed to serving all Sourcewell participating entity sectors, including government, education, and not-for-profit organizations, without restriction.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Elliott Equipment Company has no special restrictions or limitations on providing equipment or service to Sourcewell participating entities in Hawaii, Alaska, or U.S. Territories. They are committed to delivering the same level of product quality, support, and contract integrity in these regions as we do across the continental United States and Canada. The only variables that may differ are related to freight logistics, such as extended delivery timelines and incremental shipping costs, which are typical for remote or non-contiguous areas. These costs are always fully disclosed and itemized in advance as part of our quotation process, ensuring transparency before a Sourcewell Member issues a purchase order.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Elliott will have no restrictions for extending sales and support to Sourcewell Non-Profit Members. If extended payment terms are needed, they will be evaluated on a case-by-case basis.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Elliott Equipment Company views a Sourcewell contract not simply as a procurement vehicle, but as a strategic partnership that requires active promotion, education, and engagement across all levels of their business and their dealer network. Their marketing strategy begins with executive-level commitment. Elliott's leadership fully supports Sourcewell and has embedded it into their go-to-market planning. Elliott's internal teams and authorized distributors are being trained to understand the contract's advantages and how to use it to increase municipal and governmental sales.</p> <p>Elliott is implementing a multi-tiered approach that includes:</p> <ul style="list-style-type: none"> <li>• Ongoing dealer education and enablement, including Sourcewell-specific content at their national dealer meetings, one-on-one dealer onboarding, and regional training events.</li> <li>• Dedicated marketing assets such as Sourcewell co-branded literature, signage, and promotions tailored to municipal and government audiences.</li> <li>• High-visibility promotion at key industry events, using Sourcewell flags, logos, and signage at tradeshows, including the Utility Expo, ISA Sign Expo, and APWA Public Works Expo.</li> <li>• Website modernization to simplify lead conversion, highlight Sourcewell contract benefits, and direct users to their nearest participating dealer.</li> <li>• Roll out of new CRM and marketing automation tools to improve dealer and internal follow-up with leads generated through the Sourcewell contract.</li> <li>• Targeted outreach to Sourcewell members, including direct mail, email campaigns, LinkedIn content, and customer success stories that showcase how Elliott's equipment helps governments achieve productivity and safety goals.</li> <li>• Support from Elliott's contract administrator DuCo LLC and Sourcewell's Supplier Development Team, ensuring alignment with compliance, reporting, and outreach best practices.</li> </ul> <p>Elliott is committed to making Sourcewell successful not only by offering best-in-class equipment, but by actively growing awareness, educating buyers, and simplifying access across the United States and Canada.</p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Elliott Equipment Company leverages a multi-platform digital strategy to engage Sourcewell members, enhance brand visibility, and drive inbound interest across North America. Their digital marketing approach is rooted in both proactive outreach and data-driven continuous improvement. Elliott actively maintains and grows their presence on major social media platforms including LinkedIn, Facebook, Instagram, YouTube and Twitter, where we share product innovations, real-world success stories, educational content, and Sourcewell contract benefits. These platforms not only boost awareness among key audiences such as municipalities, public utilities, and school systems, but also serve as two-way engagement tools to listen to and respond to market needs in real time.</p> <p>To amplify their reach, Elliott also utilizes:</p> <ul style="list-style-type: none"> <li>• Metadata tagging and SEO optimization on their website and social content to ensure high visibility for users searching for equipment purchasing solutions and Sourcewell-approved products.</li> <li>• Content analytics tools that measure impressions, engagement rates, and click-through performance — helping them continuously refine messaging and targeting strategies.</li> <li>• Targeted email campaigns and retargeting ads, which drive lead generation by segmenting outreach based on geography, job title, and industry sector.</li> <li>• CRM integration and lead tracking to ensure that leads generated through digital and social channels are routed to the correct distributor and followed up effectively.</li> <li>• Dealer toolkits with ready-to-use digital assets and Sourcewell-branded content, empowering their partners to market more effectively within their territories.</li> </ul> <p>In 2025, Elliott is investing in an updated website with enhanced Sourcewell contract integration, improved user experience, and streamlined lead conversion capabilities. Combined with their growing follower base and commitment to digital transparency, they are well-positioned to support Sourcewell members in identifying, selecting, and acquiring the best equipment for their needs — while tracking and optimizing their performance every step of the way.</p>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Elliott Equipment Company views Sourcewell as a vital connector between public-sector entities and qualified, competitively awarded suppliers. Sourcewell's reputation for transparency, contract compliance, and procurement efficiency gives its members confidence to make capital equipment purchases without the delays or burdens of traditional bidding processes.</p> <p>Elliott believes Sourcewell's role in contract promotion is multifaceted:</p> <p>Marketing and awareness-building through digital campaigns, newsletters, and events</p> <p>Education and engagement via Sourcewell University, webinars, and one-on-one support</p> <p>Validation and credibility that supports the end-user's confidence in the purchasing process</p> <p>Keeping up with legislation to make sure Sourcewell's contracts are acceptable in every market available to them.</p> <p>Continue to provide opportunities for the sales of the products on contract via tradeshow attendance, printed marketing materials, and web traffic.</p> <p>An expectation that Sourcewell will continue to promote the awarded contracts by ensuring their membership is aware of the products and services that are available from reputable contract holders.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the highly customized and engineered nature of Elliott's truck-mounted equipment, Elliott's finished products are not currently suited to standard e-procurement ordering platforms. Every Elliott unit is configured to meet specific job site needs, vehicle chassis compatibility, regulatory requirements, and regional specifications — making a consultative sales process essential to ensure customer satisfaction and compliance.</p>

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

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Elliott offers comprehensive training programs to Sourcewell Members in partnership with their authorized dealer network. Standard operator orientation is included with every machine delivery at no additional cost and is typically conducted by the delivering dealer. This ensures users are confident and safe in the setup and operation of their Elliott equipment from day one.</p> <p>Beyond this, Sourcewell Members can access a wide range of optional in-depth training services, including:</p> <ul style="list-style-type: none"> <li>• Operator and mechanic training</li> <li>• Crane operator certification preparation</li> <li>• ANSI and OSHA periodic inspections and compliance guidance</li> </ul> <p>These programs can be tailored to the specific needs of the agency, worksite, or equipment model, and may be conducted on-site, at Elliott's Omaha headquarters, or through regional dealer facilities. Advanced technical training is typically offered at a cost of \$1,800 per day plus travel, covering instruction, materials, and hands-on experience.</p> <p>All training is provided by certified Elliott factory personnel or authorized dealer service technicians, ensuring the highest level of safety, accuracy, and product knowledge. Elliott's goal is to empower Sourcewell Members with the knowledge and confidence to safely operate and maintain their Elliott equipment for years to come.</p>

<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>Elliott Equipment Company has made significant technological advancements to improve performance, reliability, and ease of use for Sourcewell members. These include:</p> <ul style="list-style-type: none"> <li>• CANbus Electrical Systems: Upgraded from direct wiring to CANbus networks, improving reliability, diagnostics, and serviceability.</li> <li>• Bluetooth Diagnostics: Built-in Bluetooth on many models enables remote troubleshooting and real-time operational insights, reducing downtime. This is standard on Elliott cranes with cabs and expanding across our HiReach line.</li> <li>• In-Cab Intelligence: Advanced in-cab modules deliver real-time data on performance, maintenance needs, and system status.</li> <li>• Structural Redesigns: By redesigning key structural components, we've reduced machine weight while increasing reach and side reach, resulting in enhanced lifting performance and smoother operation.</li> <li>• Non-CDL Compliance: Several models are engineered under CDL weight thresholds, expanding workforce flexibility and simplifying fleet management for municipalities and schools.</li> <li>• Upgraded Components: Continuous improvements to core components help maximize uptime and reduce unplanned service events.</li> <li>• Award-Winning Innovation: Our E150i multifunction work platform was recognized internationally as a Product of the Year, showcasing Elliott's leadership in aerial and lifting equipment design.</li> </ul> <p>These innovations reflect our ongoing investment in helping Sourcewell members operate more safely, efficiently, and productively.</p>
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<p>43</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>Elliott Equipment Company is committed to advancing environmentally responsible manufacturing practices and building products that support long-term sustainability goals for Sourcewell members. Their green initiatives span across product design, manufacturing operations, facility efficiency, and workplace safety and are embedded into how they build, operate, and support their equipment in the field.</p> <p>Green Product Design and Performance Initiatives:</p> <ul style="list-style-type: none"> <li>• Optimized Weight-to-Strength Ratios: Elliott designs structures for maximum strength and minimum weight, enabling units to be mounted on lighter chassis. This reduces fuel consumption, vehicle wear, and emissions during transport and operation.</li> <li>• Multi-Functionality: Many Elliott machines combine several functions into one unit, reducing the total number of machines needed for a job. This minimizes material usage, emissions, and total lifecycle waste.</li> <li>• Reduced Hydraulic and Electrical Complexity: Custom manifold designs and integrated CANbus systems reduce leak points and electrical connections, enhancing long-term reliability while reducing rework, material usage, and service-related emissions.</li> <li>• Remote Engine Start/Stop Systems: These reduce idle time, improving fuel efficiency and reducing greenhouse gas emissions during setup and operation.</li> </ul> <p>Certifications:</p> <ul style="list-style-type: none"> <li>• ANSI A92.2 (Aerial Work Platforms),</li> <li>• ANSI A10.31 (Digger Derricks),</li> <li>• ASME B30.5 (Cranes/Boom Trucks)</li> </ul> <p>These standards ensure safe, efficient operation and reflect industry-leading best practices.</p> <p>Manufacturing &amp; Facility-Level Sustainability:</p> <ul style="list-style-type: none"> <li>• Lean Manufacturing: Elliott operates a lean production environment with 5S practices, minimizing waste and unnecessary movement of people or materials.</li> <li>• Energy-Efficient Facility: Elliott headquarters, opened in April 2020, features motion-sensing LED lighting, optimized natural light, and improved HVAC and ventilation systems to reduce energy use and maintain clean air standards.</li> <li>• Material and Waste Optimization: Computer-aided nesting of laser/plasma-cut steel to minimize scrap. Steel, paper, and solvent recycling to divert waste from landfills. Reclaimed cleaning solvents in our paint and prep process.</li> <li>• Online Systems: Manuals, parts ordering, and product registration are all conducted online, substantially reducing paper usage.</li> </ul> <p>Workplace Safety and Environmental Health:</p> <ul style="list-style-type: none"> <li>• Elliott tracks scrap and rework as KPIs and continuously reduce them through training and quality oversight.</li> <li>• Elliott’s workers’ compensation experience mod of 0.78 reflects outstanding safety performance—well below the national average.</li> <li>• Elliott’s facilities are equipped with air quality monitors, and all production personnel use required PPE for hearing and respiratory protection.</li> <li>• Elliott is consistently recognized by the National Safety Council as one of the safest manufacturers in Nebraska.</li> </ul> <p>Durability as Sustainability:</p> <ul style="list-style-type: none"> <li>• Elliott’s products are engineered for longevity, backed by the industry’s only lifetime structural warranty.</li> <li>• Extended equipment life reduces total lifecycle emissions, material usage, and unnecessary fleet turnover, especially important for budget-conscious municipal and educational Sourcewell members.</li> </ul> <p>Together, these efforts ensure that Elliott delivers not only the most reliable and high-performance equipment in the industry—but also does so in a way that supports the long-term environmental goals of our customers and communities.</p>
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<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>While Elliott Equipment Company does not currently hold third-party environmental certifications such as Energy Star, ISO 14001, or cradle-to-cradle labels for its products, we have taken significant, measurable steps to advance environmental sustainability and lifecycle efficiency in our designs, facilities, and operations. These efforts directly benefit Sourcewell members by reducing long-term fuel, maintenance, and replacement costs.</p> <p>Product Design for Sustainability: A core principle of Elliott's product engineering is minimizing weight while maximizing structural integrity and product life. These efforts reduce chassis requirements and improve fuel economy for end users. For example:</p> <ul style="list-style-type: none"> <li>• Elliott recently redesigned their most popular aerial work platform and achieved a weight reduction of over 20%, resulting in improved fuel efficiency, lower emissions during operation and transport, and reduced road wear.</li> <li>• Elliott's focus on multi-functional equipment also reduces the number of machines required for job sites, helping customers shrink their fleet sizes and overall environmental footprint.</li> </ul> <p>While these initiatives have not yet been formally certified by third-party agencies, they reflect Elliott's commitment to responsible manufacturing and lifecycle performance. We continuously evaluate new technologies and certifications that align with our values and the evolving needs of Sourcewell members.</p>
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<p>45</p>	<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>Elliott Equipment Company offers Sourcewell participating entities a combination of product performance, safety, and long-term value that is unmatched in this market.</p> <p>Elliott's fully telescopic lineup of aerial work platforms and digger derricks provides capabilities that have little to no overlap with other suppliers in this sector. This allows Sourcewell members to access a unique range of equipment not available through competing vendors.</p> <p>Several attributes set Elliott apart:</p> <p>Multifunctional Design: Elliott's equipment is engineered to serve as personnel lifts, material-handling cranes, and digger derricks, allowing agencies to accomplish multiple tasks with one unit, reducing fleet size and maintenance costs.</p> <p>Operator Efficiency: Elliott HiReach platforms are among the largest in the industry, giving crews more space, tools, and flexibility to complete work efficiently.</p> <p>Superior Reach &amp; Coverage: Elliott's machines deliver the widest side reach in their height class, enabling more work to be completed from a single setup. This reduces downtime, setup time, and traffic control requirements.</p> <p>Safety &amp; Reduced Disruption: The telescopic boom design eliminates tail-swing, improving operator safety and minimizing disruption in high-traffic or confined environments such as bridges, tunnels, and roadways.</p> <p>Customization for Every Application: Every unit can be custom-engineered to meet the specific needs of the agency, ensuring the best fit for its operational requirements rather than a one-size-fits-all approach.</p> <p>Proven Performance in Government Applications: Many Elliott units are already in service for sign, signal, lighting, bridge, and tunnel work across the country, providing Sourcewell members with proven reliability in critical infrastructure settings.</p> <p>Ease of Service &amp; Lifecycle Support: Elliott provides comprehensive support including training, parts availability, warranty management, and a nationwide service network, ensuring high uptime and predictable operating costs.</p> <p>Unmatched Durability &amp; Support: Elliott Equipment Company provides one of the most comprehensive warranty programs in the industry—offering full coverage of parts and labor for one year on aerial work platforms and digger derricks, and two years for cranes. This coverage applies to all standard products and components. What truly sets Elliott apart is their exclusive Lifetime Structural Warranty—the only one of its kind in the industry. Every Elliott machine is backed by this warranty, reflecting their confidence in the engineering, materials, and manufacturing quality of the equipment.</p> <p>This commitment to product longevity directly benefits Sourcewell members by minimizing lifecycle cost and ensuring high reliability for mission-critical operations. In addition, Sourcewell members have the option to purchase extended parts and labor coverage, giving them additional flexibility to align warranty terms with their own usage patterns, maintenance policies, or budget cycles. This best-in-class warranty program ensures that Sourcewell participants can invest with confidence, knowing they are supported not just at the point of sale—but for the full working life of their equipment. Elliott Equipment Company does not impose any arbitrary usage restrictions that would limit warranty coverage for Sourcewell members. Their warranty is designed to support real-world, high-demand use across a wide range of industries and public sector applications.</p> <p>In short, Elliott machines offer Sourcewell members a unique combination of innovation, reliability, and versatility. This equipment not only broadens their capabilities but also reduces total cost of ownership while improving safety and efficiency in the field.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Elliott Equipment Company actively supports supplier diversity by partnering with a nationwide network of independently owned distributors, including several that are certified as Small Business Entities (SBE), Women- and Minority-Owned Business Enterprises (WMBE/MBE), and Veteran-Owned Businesses. The specific participation of these diverse distributors varies by geography, and Sourcewell participating entities can request SBE/WMBE/Veteran supplier information tailored to their delivery area prior to order placement.
47		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some of the local dealers that will be involved in this process are SBE, MBE, WMBE, or HUB Zone owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.
48		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some of the local dealers that will be involved in this process are SBE, MBE, WMBE, or HUB Zone owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some of the local dealers that will be involved in this process are SBE, MBE, WMBE, or HUB Zone owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.
53		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some of the local dealers that will be involved in this process are SBE, MBE, WMBE, or HUB Zone owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.
54		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Some of the local dealers that will be involved in this process are SBE, MBE, WMBE, or HUB Zone owned businesses. The actual participation of each will be dictated by the customer's delivery area. The actual local entity status will be provided to the customer upon request prior to the order being placed.

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *



55	Describe your payment terms and accepted payment methods.	Elliott Equipment Company offers clear and consistent payment terms that are designed to align with the purchasing practices of government, education, and nonprofit entities. Standard payment terms are net 30 days from invoice date, unless otherwise arranged and agreed to in advance. Elliott is committed to working with each Member to structure payment terms that meet their needs on a case-by-case basis.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Elliott utilizes municipal and non-profit leasing through third party vendors if there is customer interest. Elliott does not quote rates or terms for leasing, however it should be known to members that they have this service available to them. Elliott will work with other Sourcwell awarded vendors (NCL) or any leasing agency of the member's choice.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Elliott has provided an example of a Sales Order used in their internal Sourcwell order/quoting process. See attached.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Elliott does not accept P-card payments for their equipment. Accepted payment methods include check, wire transfer, and ACH (Automated Clearing House) transfers—ensuring compatibility with standard municipal and institutional accounting systems. Elliott's finance team is available to coordinate directly with procurement departments to ensure seamless processing and compliance with local regulations and internal controls.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Elliott Equipment Company proposes a straightforward, transparent pricing model based on a percentage discount off manufacturer list pricing for all equipment models and options included in this proposal. The Sourcwell discount offered is clearly applied to the base configuration of each model, with consistent discounts extended to commonly ordered options and accessories. This approach allows Sourcwell Members to configure units to their specific needs while benefiting from competitive, contract-level pricing.</p> <p>All equipment is built to order, and pricing is structured to provide flexibility and value for municipal, educational, and nonprofit buyers. Detailed pricing sheets—including standard list prices, Sourcwell discount percentages, and net prices—have been uploaded in the pricing section of this response. Model SKUs and descriptions are provided for each eligible product.</p> <p>This pricing structure ensures that all Sourcwell Members, regardless of size or geography, receive equitable access to Elliott's best pricing, along with the support of our national distributor and service network.</p>	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Sourcwell discount offered is 7% and is clearly applied to the base configuration of each model and all optional equipment and accessories.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Elliott Equipment Company offers clear and straightforward volume-based incentives to provide added value for Sourcwell participating entities making larger fleet or multi-department purchases. Specifically:</p> <p>An additional 2% discount off the already discounted Sourcwell base unit price will be provided for any single Purchase Order of four (4) or more units. This helps maximize purchasing power and encourages efficient procurement planning for Members managing multiple projects or departments.</p> <p>While Elliott does not currently offer a formal rebate program, we are committed to working collaboratively with Members on larger or multi-year procurement plans to ensure pricing aligns with their budgetary and operational goals. This includes exploring custom configurations, flexible delivery scheduling, or tailored support packages to further increase value.</p> <p>Elliott's volume discount program reflects their commitment to transparency, fairness, and rewarding Sourcwell Members for strategic, consolidated purchasing decisions that drive operational efficiency.</p>	*

<p>62</p>	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>Elliott Equipment Company recognizes that Sourcewell participating entities may occasionally require items, configurations, or integrated features that fall outside of the standard commercial price list. To accommodate these needs efficiently and transparently, Elliott offers a clear and member-friendly process for managing “open market” or “nonstandard” requests:</p> <p>Open Market Pricing Structure: Elliott will provide nonstandard or sourced items at cost plus 30%, ensuring pricing remains consistent, predictable, and fair for Members. This approach maintains pricing integrity while covering the administrative and engineering efforts associated with sourcing and integrating custom components.</p> <p>Transparent Quoting: Before any Purchase Order is accepted for nonstandard items, Elliott will provide a formal written quote, including a clear description of the item, estimated lead time, and cost breakdown. Cost documentation will be provided to the Sourcewell Member upon request to maintain full transparency.</p> <p>Engineering &amp; Integration Services: For requests involving additional engineering, testing, or system integration, Elliott will identify and disclose those costs separately at the quoting stage. This ensures Members understand the scope and value of the custom solution being provided and can make informed procurement decisions.</p> <p>Commitment to Flexibility: As a manufacturer of highly configurable equipment, Elliott is well positioned to respond to unique requirements. Elliott’s experienced applications engineering team works directly with customers and dealers to evaluate feasibility and offer practical, value-driven solutions tailored to specific operational needs. This method ensures that Sourcewell Members benefit from both cost transparency and flexibility, while maintaining the high level of reliability, safety, and service that Elliott Equipment Company is known for.</p>
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<p>63</p>	<p>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>	<p>To maintain alignment with current market availability and pricing practices, truck chassis are not discounted, as they are sourced from third-party OEMs whose pricing is outside of Elliott's direct control. This consistent and easy-to-understand discount model ensures fair pricing for all Sourcewell members, regardless of size or geography, while streamlining the quoting and procurement process through our national distributor network. Elliott's focus on quality, value, and long-term equipment performance means members are not only getting a competitive price—they are also investing in equipment with superior lifecycle cost advantages.</p> <p><b>Freight and Delivery:</b> Freight costs are pre-paid and added at actual cost to the Sourcewell Member's quote and final invoice. Elliott uses a variety of national and regional carriers (e.g., UPS, FedEx, DHL, drive-away services, and common carriers). No markup is applied to freight charges, though minimal handling fees may be applied for specialized packaging or shipments requiring special handling. All such costs will be disclosed prior to order placement.</p> <p><b>Federal Excise Tax (FET):</b> In compliance with federal law, Elliott is required to collect FET on truck-mounted units rated above 33,000 GVW. This tax, currently 12%, is listed as a separate line item on the customer invoice and paid directly by Elliott to the IRS. Most municipalities and non-profits are exempt; Elliott will honor any valid exemption certificates provided at the time of order.</p> <p><b>Mounting Fees:</b> For truck-mounted units, a mounting fee applies to cover labor and material costs associated with securely installing the Elliott equipment onto the customer's chassis. This charge is disclosed at the quoting stage.</p> <p><b>Federally Mandated Equipment Upcharges:</b> Elliott's pricing includes compliance with all current federally mandated equipment standards. However, if new regulations are introduced after contract award (e.g., EPA emissions updates or DOT safety rules), any resulting compliance costs will be passed through at actual cost. These will always be clearly disclosed in advance.</p> <p><b>Local Dealer Services (Pre-Delivery Inspection, Training, and Delivery):</b> When orders are fulfilled through a local Elliott dealer, certain localized services—such as pre-delivery inspection (PDI), onsite setup, basic operator training, and extended local delivery—may be provided. These fees are assessed by the independent dealer and passed through to the Member at cost, with no markup by Elliott. The Member will receive a quote from the dealer that clearly outlines these optional or situational services.</p> <p>By clearly itemizing these potential additional costs, Elliott ensures full cost transparency for Sourcewell Members and avoids unexpected charges during procurement. Elliott's goal is to foster trust, ensure compliance, and streamline acquisition for participating entities across North America.</p>
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<p>64</p>	<p>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>	<p>Elliott Equipment Company is committed to ensuring timely, transparent, and cost-effective delivery for all Sourcewell Members across the U.S. and Canada. They recognize the importance of clarity and flexibility in logistics, particularly for municipal and governmental buyers working within defined budgets and project timelines.</p> <p><b>Freight Charges and Member Flexibility</b>          Freight charges for equipment are pre-paid and added to the Member's quotation and final invoice at actual cost, with no markup. For added convenience, Elliott has negotiated quantity-discounted rates with national drive-away services and commercial carriers, and these savings are passed on directly to Sourcewell Members.</p> <p>Members retain full control over delivery method and cost. They may:</p> <p>Pick up units directly from Elliott's manufacturing facility in Omaha, Nebraska;</p> <p>Designate a third-party carrier of their choice for delivery;</p> <p>Or utilize Elliott's drive-away or common carrier shipping partners.</p> <p><b>Delivery Timing</b>          Since Elliott builds highly customized truck-mounted equipment to match each customer's specifications, delivery lead times depend on chassis availability and build complexity. Typical timelines are as follows:</p> <p>Stock or customer-supplied chassis: 45–90 days after receipt of purchase order or customer chassis.</p> <p>Special-order chassis: 120–180 days after receipt of order, though this is subject to variation based on chassis OEM backlog and supply chain factors.</p> <p><b>Shipping Method Options</b>          Depending on location, unit type, and delivery conditions, Elliott uses:</p> <p>Drive-Away Services (operator drives completed unit to the Member's location);</p> <p>Common Carrier Transport (flatbed or lowboy trailers for non-drivable units or distant locations);</p> <p>Or local dealer coordination, where additional pre-delivery inspection and in-person training may be offered.</p> <p>Elliott's logistics team coordinates closely with Members throughout the build and delivery process, ensuring proactive communication and shipment tracking. This tailored freight program is designed to minimize hassle, maximize cost-efficiency, and ensure a smooth, dependable delivery experience—no matter the Member's location.</p>
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<p>65</p>	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Elliott Equipment Company is fully capable of supporting Sourcewell participating entities in Alaska, Hawaii, Canada, and offshore U.S. territories. Their freight, shipping, and delivery programs are structured to ensure these Members receive the same high level of service, transparency, and flexibility as those in the contiguous United States.</p> <p><b>Consistent Freight Policy</b>                  For shipments to Alaska, Hawaii, Canada, or other offshore destinations, Elliott applies the same delivery principles as for mainland deliveries:</p> <p>Freight is pre-paid and invoiced at actual cost, with no markup.</p> <p>Members may select their preferred delivery method, including port drop-off, direct inland delivery (where feasible), or full ocean transit.</p> <p>Elliott's team coordinates with Members to arrange delivery to the nearest viable port of entry, whether in Anchorage, Honolulu, Vancouver, or another specified location.</p> <p><b>Port and Ocean Freight Flexibility</b>                  When Members require ocean transport, Elliott will arrange for delivery to a designated port and, when requested, facilitate ocean shipping using reputable carriers. Elliott will pass through all ocean freight costs at the negotiated rate, leveraging its existing relationships with transport providers to secure competitive pricing. Members may also choose to utilize their own preferred freight forwarders or ocean shipping accounts. Elliott is fully supportive of these arrangements and will coordinate outbound logistics accordingly.</p> <p><b>Cross-Border Shipping to Canada</b>                  Elliott has longstanding experience shipping into Canada and works closely with its Canadian dealer partners to streamline importation, coordinate customs clearance, and deliver equipment in compliance with all applicable Canadian transport regulations. Required shipping and customs documentation is provided in advance to ensure a smooth process.</p> <p><b>Member-Centered Delivery Approach</b>                  Regardless of location, Elliott's priority is to deliver every unit as specified, on schedule, and in excellent condition. Their logistics team actively engages with Members throughout the process to ensure delivery expectations are met and, where needed, local dealers can assist with final setup, orientation, and training. Elliott's global delivery capabilities reflect their broader commitment to service, ensuring that Sourcewell Members in remote or international locations can participate fully in the cooperative purchasing program—without compromise.</p>
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<p>66</p>	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Elliott Equipment Company offers a flexible and Member-centric distribution and delivery model designed to optimize cost, reduce lead times, and enhance the overall procurement experience for Sourcwell participating entities across North America.</p> <p>1. Transparent, Discounted Freight Program Elliott passes through negotiated freight rates from trusted national and regional carriers directly to Sourcwell Members—at cost, with no markup. These volume-based rates are secured through Elliott’s national shipping agreements and represent a meaningful savings over standard commercial freight pricing. This policy ensures transparency, budget predictability, and exceptional value for Members.</p> <p>2. Local Dealer Inventory for Faster Delivery To further enhance delivery speed and flexibility, many of Elliott’s 45+ factory-authorized sales and service dealers across the U.S. and Canada maintain inventory of popular HiReach, BoomTruck, and Digger Derrick models. Sourcwell Members may choose to purchase in-stock units directly from these local dealers, significantly reducing lead times compared to factory orders. This “local stock advantage” also allows for expedited field deployment and, in some cases, additional promotional pricing.</p> <p>3. Custom Factory Builds with Flexible Delivery Options: For custom-built units, Elliott offers Members a choice of delivery methods, including:</p> <ul style="list-style-type: none"> <li>• Factory pickup</li> <li>• Prepaid, at-cost drive-away service</li> <li>• Common carrier delivery</li> <li>• Drop shipment to a dealer for local in-servicing and training</li> </ul> <p>Members are empowered to select the option that best meets their operational needs and geographic requirements.</p> <p>4. Collaborative Dealer Network Support Elliott’s dealer partners not only sell and service equipment, but also provide pre-delivery inspection (PDI), local orientation and training, and jobsite delivery coordination. This overlap of sales and service ensures a seamless handoff and a higher level of satisfaction for Sourcwell users.</p>
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<p>67</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.</p>	<p>At Elliott Equipment Company, they take their compliance obligations under the Sourcwell contract seriously and have established a multi-tiered self-audit and verification process to ensure participating entities receive appropriate contract pricing, sales are accurately reported, and administrative fees are properly remitted.</p> <p>1. Centralized Quoting &amp; Customization Oversight Because these products are highly customized to meet the specific operational needs of each government buyer, nearly all Sourcwell-eligible sales are quoted directly by Elliott's internal team—even when transactions are finalized through authorized distributors. This direct engagement gives them full visibility into pricing, ensures that Sourcwell terms are being applied correctly, and allows them to support their customers in configuring the right solution for their application.</p> <p>2. Distributor Reporting &amp; Controls Elliott works with a select group of authorized distributors, and they require them to coordinate closely with Elliott's inside sales and government sales teams on all Sourcwell-related transactions. Elliott generally prefer to process Sourcwell orders through the manufacturer (Elliott) to preserve pricing integrity, improve reporting accuracy, and ensure compliance. While distributors may occasionally fulfill orders using available inventory, these instances are rare and subject to post-sale verification protocols (described below).</p> <p>3. Warranty-Based Auditing: As an added control, we systematically monitor warranty registrations submitted by end users. When a government entity registers a unit that appears to have been sold from distributor stock without a formal Sourcwell quote, Elliott's team proactively follows up with the customer to verify whether the purchase was made using the Sourcwell contract. If so, we retroactively ensure that the transaction is logged, reported, and the appropriate administrative fee is remitted.</p> <p>4. Quarterly Reporting Assurance: Elliott maintains a centralized Sourcwell transaction log and reconciles it quarterly across the sales quotes, purchase orders, warranty registrations, and distributor activity. This ensures we are capturing 100% of eligible Sourcwell transactions in the reports and that their administrative fee payments are complete and accurate.</p> <p>5. Continuous Improvement Commitment: Elliott's ERP system and CRM are being further enhanced to tag and track Sourcwell-related opportunities, improving automation and reducing risk of omission. They also conduct regular internal reviews with their finance and compliance teams to ensure processes are followed and opportunities for improvement are addressed.</p> <p>Summary: By maintaining centralized pricing control, tightly managing distributor engagement, proactively auditing sales through warranty registrations, and reconciling quarterly reporting, Elliott Equipment Company ensures rigorous compliance with Sourcwell requirements while maximizing contract value for participating agencies.</p>
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<p>68</p>	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded a Sourcewell contract, Elliott Equipment Company will track a range of internal performance metrics to ensure the program is delivering value to both Sourcewell members and their organization. These metrics are aligned with Elliott's broader sales and dealer management processes and are reviewed regularly with their team and distribution partners.</p> <p>1. Dealer Engagement &amp; Sales Activity Metrics Elliott works closely with their authorized dealers to set annual sales objectives and evaluate performance throughout the year. Specific metrics they track include:</p> <ul style="list-style-type: none"> <li>• Number of sales calls to government agencies and public-sector accounts</li> <li>• Number of quotations issued under the Sourcewell contract</li> <li>• Quote-to-order conversion rate for Sourcewell-eligible opportunities</li> <li>• Total number and value of units sold under the Sourcewell contract</li> <li>• Average transaction size and product mix to identify upsell/cross-sell trends</li> </ul> <p>2. Contract Utilization Analysis Elliott assess the penetration of the Sourcewell contract across different government segments (e.g., municipal, DOT, education, public utilities) to determine how widely the contract is being adopted. This includes geographic distribution, customer profiles, and use cases to guide targeted outreach and support.</p> <p>3. Dealer Performance Reviews Elliott incorporates Sourcewell-specific performance into their quarterly and annual dealer reviews. If a dealer is underperforming relative to potential, Elliott collaborates with them to develop action plans—such as additional training, joint marketing efforts, or more focused outreach to local Sourcewell-eligible customers.</p> <p>4. Customer Feedback &amp; Satisfaction Elliott's sales and service teams collect feedback from Sourcewell customers to assess how well the contract is meeting their needs. This includes tracking warranty claims, repeat purchases, and referrals—indicators of satisfaction and trust in their product and contract performance.</p> <p>5. Internal Visibility &amp; Accountability Sourcewell contract sales are tagged and tracked in their CRM and ERP systems, allowing them to monitor performance in real time. Dashboards provide leadership and sales teams with regular updates to ensure accountability and quick course correction when needed.</p> <p>By tracking these internal metrics and using them to inform their dealer strategy, customer engagement, and continuous improvement efforts, Elliott ensures the Sourcewell contract remains a successful and value-creating program for all stakeholders.</p>	<p>*</p>
<p>69</p>	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Elliott Equipment Company proposes an administrative fee of 1% of the final Member purchase price for all sales made under the Sourcewell contract. This fee will be calculated on the actual invoiced price to Sourcewell Members (excluding freight, tax, and non-discountable chassis costs), and will be remitted in accordance with Sourcewell's standard reporting schedule. This 1% administrative fee is not added to the Member's cost but rather absorbed by Elliott as part of their commitment to supporting Sourcewell's valuable efforts in contract management, cooperative procurement training, and promotion.</p> <p>Elliott views this fee as an investment in a successful long-term partnership and are committed to helping to raise Sourcewell's reach and impact by actively marketing the contract and training their distribution network to support it effectively. By aligning the pricing and administrative practices with Sourcewell's requirements, Elliott ensures transparency, ease of use, and value for both Members and the cooperative.</p>	<p>*</p>



**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Elliott appreciates the significance of the national Sourcwell Contract and is committed to offering the best possible discounts to Sourcwell Members available to Sourcwell Members

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

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used solutions if applicable, offered in the proposal.	<p>Elliott Equipment Company is proud to offer a comprehensive line of truck-mounted equipment engineered for unmatched performance, safety, and versatility. Their equipment is designed to serve the unique needs of government and public-sector users, providing maximum uptime, long-term value, and industry-leading customization. The product offering includes:</p> <p>1. HiReach Aerial Work Platforms (Truck-Mounted)                      Category: Material Handling Aerial Work Platforms                      Models Offered: 23 models (including new L50, L65, V63, M87)                      Working Heights: 48 ft to 240 ft                      Side Reach: Up to 80 ft (model dependent)</p> <p>Key Applications:</p> <ul style="list-style-type: none"> <li>• Overhead lighting and sign maintenance</li> <li>• Traffic signal and infrastructure work</li> <li>• Facility and stadium lighting maintenance</li> <li>• Bridge and tunnel inspections</li> <li>• Monopole, utility substation, and transit work</li> </ul> <p>What Sets It Apart:                      Elliott's HiReach line is engineered with a heavy-duty, telescopic boom design that simplifies operation ("point and shoot") and maximizes both vertical and horizontal reach without the tail-swing risks of articulated designs—ideal for urban, roadside, or confined-area work. The platforms are open-rail, steel constructed and range from 40" x 60" up to 16 feet in length—providing 2x to 4x the usable workspace of standard enclosed fiberglass buckets. Elliott also offers enclosed fiberglass options for those who prefer them.</p> <p>Elliott is the only OEM to offer a full "Office in the Sky" suite of platform tools, including:</p> <ul style="list-style-type: none"> <li>• 110V electrical outlets</li> <li>• Hydraulic and pneumatic tool circuits</li> <li>• Welder, pressure washer, and oxy/acetylene hookups</li> <li>• Platform-mounted material handling forks and jibs</li> </ul> <p>All HiReach units are ANSI A92.2 certified and can be configured for:</p> <ul style="list-style-type: none"> <li>• Personnel lifting</li> <li>• Material handling (main boom and platform)</li> <li>• Digging (on select models)</li> </ul> <p>Most models can be mounted on non-CDL truck chassis and customized with toolboxes, lighting, inverter systems, and industry-specific body configurations. For added jobsite flexibility, customers can also choose optional post hole diggers, winches, remote diagnostics, and auto-level/stow features. The recently released E150i model was selected as the IPAF Truck Mounted Aerial Platform of the Year, recognizing its innovation, performance, and safety leadership in the global market. All HiReach machines come with a lifetime structural warranty and are supported by a nationwide dealer network.</p> <p>2. Digger Derricks                      Category: Transmission &amp; Utility Pole Installation Equipment                      Models Offered: Currently 5 models – D47, D86, D100, D105, and D115, with additional models in development                      Boom Lengths: Longest in industry for their class                      Torque Output: Up to 20,000 ft-lbs.</p>

		<p>Key Applications:</p> <ul style="list-style-type: none"> <li>• Utility transmission and distribution line construction</li> <li>• Pole setting and anchor installation</li> <li>• Storm response and emergency work</li> <li>• Roadside lighting and sign installation and maintenance</li> </ul> <p>Elliott Digger Derricks are designed for high-torque, high-radius lifting and digging operations. The new D47 provides a compact solution ideal for municipalities and tight job sites, while the D100 expands high-reach, heavy-lift capabilities for transmission contractors.</p> <p>All models feature hydraulic pole claws, full hydraulic controls, heavy-duty outriggers, and simple tandem axle mounting for easy service and deployment. All units are optimized for reliability in demanding off-road conditions and come with Elliott's lifetime structural warranty. Future additions to the product line will continue expanding the range to cover all key digger derrick segments needed by Sourcewell members.</p> <p>3. BoomTrucks (Truck-Mounted Telescopic Cranes)          Category: Truck-Mounted Cranes          Models Offered: 14 models          Lifting Capacities: 10 to 50 tons          Boom Lengths: 39 ft to 142 ft          Tip Heights: Up to 207 ft</p> <p>Key Applications:</p> <ul style="list-style-type: none"> <li>• HVAC and rooftop installation</li> <li>• Utility and infrastructure lifting</li> <li>• Pole and equipment setting</li> <li>• General construction and material delivery</li> </ul> <p>Elliott BoomTrucks are telescopic cranes with smooth, point-and-shoot operation and fast setup. Their smaller-capacity models (10–18 tons) are ideal for public sector users due to their compact footprint, non-CDL mounting options, and ease of use. These models can be configured with:</p> <ul style="list-style-type: none"> <li>• Detachable or ride-on work platforms</li> <li>• Hydraulic grapples or pole claws</li> <li>• Post hole diggers</li> <li>• Tool circuits, inverter systems, and body options</li> </ul> <p>All cranes meet or exceed ASME B30.5 and B30.23 standards and include Elliott's best-in-class warranties (2-year parts/labor, lifetime structural).</p> <p>Customization &amp; Support Services          Every Elliott machine is built-to-order to meet the needs of the end user. They offer an extensive menu of customization options including:</p> <ul style="list-style-type: none"> <li>• Specialty outrigger configurations (for guardrails, shoulders)</li> <li>• Toolboxes, custom lighting, camera systems, inverter power</li> <li>• Body configurations specific to DOTs, airports, municipalities</li> <li>• Choice of truck chassis (user-supplied or factory-supplied)</li> </ul> <p>Elliott Equipment backs all equipment with:</p> <ul style="list-style-type: none"> <li>• A nationwide dealer and service network with factory-trained techs</li> <li>• Remote diagnostics and Bluetooth interface (select models)</li> <li>• Factory technical support, online parts ordering, and tech tip videos</li> <li>• Comprehensive user training and manuals</li> </ul> <p>Conclusion          Elliott Equipment offers Sourcewell members a one-stop solution for aerial work platforms, digger derricks, and cranes—all truck-mounted, engineered for reliability, and built for public-sector performance. With unmatched customization, safety certifications, and lifetime structural warranties, Elliott delivers maximum value to participating agencies with minimal downtime and long-term lifecycle cost savings.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>HiReach Aerial Work Platforms, Material Handling Aerial Work Platforms, Equipment for overhead lighting, sign maintenance, traffic signal and infrastructure work. Facility and stadium lighting maintenance equipment. Bridge and tunnel inspection equipment. Monopole, utility substation and transit work equipment. Office in the sky platform, platform tools. Personnel lifting equipment, digging equipment, digger derricks, transmission &amp; utility pole installation equipment, storm response and emergency response work trucks. Boom trucks, telescopic cranes, truck mounted cranes.</p>

<p>73</p>	<p>Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.</p>	<p>Elliott Equipment Company provides one of the most comprehensive warranty programs in the industry—offering full coverage of parts and labor for one year on aerial work platforms and digger derricks, and two years for cranes. This coverage applies to all standard products and components. What truly sets Elliott apart is our exclusive Lifetime Structural Warranty—the only one of its kind in the industry. Every Elliott machine is backed by this warranty, reflecting our confidence in the engineering, materials, and manufacturing quality of our equipment. This commitment to product longevity directly benefits Sourcewell members by minimizing lifecycle cost and ensuring high reliability for mission-critical operations. In addition, Sourcewell members have the option to purchase extended parts and labor coverage, giving them additional flexibility to align warranty terms with their own usage patterns, maintenance policies, or budget cycles. This best-in-class warranty program ensures that Sourcewell participants can invest with confidence, knowing they are supported not just at the point of sale—but for the full working life of their equipment.</p> <p>Elliott Equipment Company does not impose any arbitrary usage restrictions that would limit warranty coverage for Sourcewell members. Their warranty is designed to support real-world, high-demand use across a wide range of industries and public sector applications. The only limitations are standard, reasonable exclusions consistent with industry norms, such as:</p> <ul style="list-style-type: none"> <li>• Equipment misuse or abuse</li> <li>• Unauthorized modifications</li> <li>• Failure to perform regular maintenance</li> <li>• Operator error</li> <li>• Use of non-Elliott replacement parts</li> </ul> <p>These conditions are clearly communicated in our warranty documentation to ensure transparency. Importantly, Elliott’s warranty is one of the most customer-friendly in the industry—they offer full parts and labor coverage for one year (two years on cranes), and the only lifetime structural warranty on all Elliott products. Their goal is to maximize uptime and minimize total cost of ownership for Sourcewell participating entities—not to limit support based on arbitrary fine print.</p> <p>Elliott Equipment Company does not anticipate any gaps in service coverage across the United States or Canada. They maintain a comprehensive coast-to-coast network of over 100 authorized sales and service locations, including more than 45 dealer partners—many of whom operate multiple branches—with certified technicians trained specifically on Elliott equipment and Elliott’s Sourcewell contract requirements. These service providers offer both in-shop and mobile field service capabilities, including warranty repairs, periodic inspections, and emergency support. In remote or underserved areas, Elliott supplements its dealer network with independent service providers and 24/7 factory-based technical support to ensure that every Sourcewell participating entity receives timely and qualified assistance. Their commitment to uptime and customer satisfaction means that regardless of geography, Sourcewell Members can rely on Elliott for responsive, qualified warranty support anywhere in North America.</p> <p>Elliott Equipment Company stands behind every machine we manufacture and supplies comprehensive warranty coverage for all Elliott-designed and Elliott-installed components. For major third-party components—such as truck chassis, rail gear, welder/generators, and other specialized add-ons—warranty coverage is provided directly by the original equipment manufacturer (OEM). However, Elliott actively supports Sourcewell Members through this process by coordinating with these OEMs to ensure a smooth and timely resolution of any warranty claims. This means that while the warranty for third-party components is technically a pass-through, Sourcewell Members are not left to navigate it alone. Elliott’s technical support team and dealer network serve as advocates and facilitators, helping to troubleshoot, file claims, and manage communication with the OEM on the customer’s behalf. This blended support model provides peace of mind and simplifies service for Sourcewell participants—ensuring that all components, whether Elliott-built or OEM-supplied, are backed by responsive, coordinated support.</p>
<p>74</p>	<p>Describe any service contract options or extended warranties being offered with your proposal.</p>	<p>Elliott Equipment Company supports Sourcewell Members through a flexible, locally administered service model. While Elliott does not offer centralized factory-level service contracts, participating Members may establish tailored service agreements directly through their local Elliott distributor. These authorized dealers are trained and supported by Elliott to deliver high-quality service aligned with our manufacturing standards.</p> <p>In addition to service contracts arranged at the dealer level, Elliott offers industry-leading extended warranty programs for its equipment and truck chassis. These warranties are available for purchase at the time of the initial order and can extend coverage for up to five years, providing peace of mind and predictable maintenance budgeting. This decentralized approach allows Sourcewell Members to work directly with a nearby, responsive service provider who understands the Member’s operating environment, maintenance needs, and usage patterns assuring faster response times, stronger relationships, and higher machine uptime throughout the life of the equipment.</p>

**Table 7B: Depth and Breadth of Offered Solutions**

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

Line Item	Category or Type	Offered *	Comments
75	Aerial lifts, towers, buckets, and platforms of all types, such as telescopic, articulated, mast, boom, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Elliott Equipment Company is proud to offer a broad range of telescopic and articulated aerial lifts, all mounted on truck chassis, with material handling and platform functionality. These products fall under our HiReach and E-Line product families. Products included in this category:</p> <ul style="list-style-type: none"> <li>• HiReach Telescopic Aerial Work Platforms</li> </ul> <p>These heavy-duty truck-mounted units feature working heights from 48 ft to 107 ft, with wide side reach and large 40"x60" platforms. Popular models include:</p> <ul style="list-style-type: none"> <li>o L50, L65, M87, V63 – Ideal for sign and lighting applications, government facilities, and transportation.</li> <li>o I50, I60, I85, E150i – Insulated, ANSI A92.2-compliant aerials for utility and transmission work. The E150i was named IPAF Truck Mounted Aerial Platform of the Year for its innovation and safety.</li> <li>• E-Line Telescopic and Articulated Material Handling Aerials</li> </ul> <p>Designed for utility transmission applications, these feature both telescopic and articulating upper booms, with material handling at the boom tip and platform, ANSI A92.2 compliance, and models up to 240 ft working height.</p> <ul style="list-style-type: none"> <li>• BoomTruck Cranes</li> </ul> <p>Elliott's truck-mounted cranes range from 10 to 50 tons capacity, with boom lengths from 39 ft to 142 ft and tip heights up to 207 ft. Select models are equipped with radio remotes, personnel platforms, and additional lifting features.</p>

76	Digger derricks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elliott Equipment offers a robust line of digger derricks engineered for utility, telecommunications, and transmission contractors. These machines are designed for pole setting, material handling, and auger drilling with class-leading tip height and torque. Models offered in this category include: <ul style="list-style-type: none"> <li>• D47 – A compact, powerful solution with non-CDL chassis compatibility.</li> <li>• D86 – Optimized for transmission construction, with high torque and reach.</li> <li>• D100i – The tallest fully hydraulic insulating digger derrick in the industry.</li> <li>• D105, D115 – For transmission line construction and heavy-duty storm response. These are the tallest reaching and highest lifting capacity digger derricks in the industry.</li> <li>• All Elliott digger derricks are ANSI A10.31 compliant, and feature ergonomic controls, industry-leading lifting capacity at radius, and lifetime structural warranties.</li> </ul>	*
77	Cable placing, pulling, and tensioning equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
78	Directional drills, trenchless excavation equipment, thrust and boring machines, soil piercing tools, trenchers, rock wheels, and pile drivers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79	Accessories, supplies, replacement parts, and services; utility locating equipment; related to the offering of the solutions in subsections 75 - 78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elliott offers all members the ability to receive discounts on parts and accessories	*

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

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

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

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

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

- [Pricing](#) - ELLIOTT PRICE LISTS.zip - Tuesday September 02, 2025 16:35:53
- [Financial Strength and Stability](#) - FINANCIAL DOCS.zip - Tuesday September 02, 2025 16:25:29
- [Marketing Plan/Samples](#) - Elliott\_MARKETING AND DEALER LOC.zip - Friday September 05, 2025 13:15:42
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - ELLIOTT SW QUOTE EXAMPLE 2695F.pdf - Tuesday September 02, 2025 16:42:00
- Requested Exceptions (optional)
- [Upload Additional Document](#) - ELLIOTT RefLetters.zip - Friday September 05, 2025 13:16:14

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_1_Public_Utility_Equipment_RFP_091125 Mon August 4 2025 05:46 PM	<input checked="" type="checkbox"/>	1