Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Oshkosh Airport Products, LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: _____ **Date:** 3/4/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
April 20, 2019
Date

Contract Award
RFP #030619

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

AIRPORT RUNWAY AND EMERGENCY EQUIPMENT WITH RELATED ACCESSORIES

In compliance with the Request for Proposal (RFP) for AIRPORT RUNWAY AND EMERGENCY EQUIPMENT WITH RELATED ACCESSORIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Oshkosh Airport Products, LLC Date: March 4, 2019

Company Address: P.O. Box 2566

City: Oshkosh State: WI Zip: 54903-2566

CAGE Code/DUNS: 7CMB8

Contact Person: Brianna Propson Title: Sales Representative

Authorized Signature: Robert W. Schulz
(Name printed or typed)

DocuSign Envelope ID: 965D0463-712F-409D-81EB-B2E57FCDD87E

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 030619-OKC

Proposer's full legal name: Oshkosh Airport Products, LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 3, 2019 and will expire on May 3, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D08489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 29, 2019

Sourcewell Contract # 030619-OKC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Oshkosh Airport Products, LLC

Authorized Signatory's Title Sr. Director of Finance

VENDOR AUTHORIZED SIGNATURE

Robert W. Schulz
(NAME PRINTED OR TYPED)

Executed on 5/2, 2019

Sourcewell Contract # 030619-OKC

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

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

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Oshkosh Airport Products, LLC

Address: P.O. Box 2566

City/State/Zip: Oshkosh / WI / 54903-2566

Telephone Number: (920) 235-9151

E-mail Address: bschulz@airport.oshkoshcorp.com

Authorized Signature: _____

Authorized Name (printed): Robert W. Schulz

Title: Sr Director of Finance, Oshkosh Airport Products, LLC.

Date: March 4, 2019

Notarized

ANDREW S. BAUS NOTARY PUBLIC STATE OF WISCONSIN

Subscribed and sworn to before me this 4th day of March, 2019

Notary Public in and for the County of Winnebago State of WI

My commission expires: September 19, 2021

Signature: _____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Oshkosh Airport Products, LLC

Questionnaire completed by: Brianna Propson

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
   Net 30 Days from delivery

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
   We offer leasing options through PNC Equipment Finance. Program details are customized to meet our customer's needs.

Lease Purchase Plan
With a lease purchase plan, you can purchase the apparatus gradually over time. This allows you to use available capital for operations or other needs. At the end of the lease, you can purchase the apparatus for just $1. Terms for this plan range from 2 to 15 years (10 years for apparatus with commercial chassis).

Choose a lease purchase if:
You prefer ownership of the apparatus and need to spread capital costs over time.

Turn-In Lease Plan
The turn-in lease plan contains a "balloon payment" for the estimated resale value of the apparatus at the end of the lease. A department has two options at lease term:

1. Purchase the apparatus by paying off or refinancing the "balloon payment."
2. Return the apparatus to Pierce and lease a new Pierce apparatus (Pierce pays off the "balloon payment").

Terms for this plan range from 2 to 10 years. This lease contains mileage and apparatus condition provisions, with 10,000 and 15,000 annual mileage options available.

Choose a turn-in lease if:
You want to pay for the use of the apparatus over the lease term and need a flexible, cost-effective fleet management program.

Program Benefits

- All departments qualify
- Highly competitive tax-exempt interest rates
- 100% financing with no documentation fees
- Flexible payment plans
- One year deferred payment plans
- Prepay program that lowers payments while eliminating interest rate risk
- Dedicated Account Executive to assist you through the entire financing process

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Our sales team will start with a specification requirement discussion with the end user. Once there is a shared understanding of the product specification, our sales team will quote the truck and options on the Sourcewell contract. After award and the contract is issued to Oshkosh Airport Products, we will process the configuration through our Enterprise Resource Planning system and provide an estimated completion date. In order to ensure that procurement and the end-user ARFF team are aligned, we will conduct a pre-construction meeting to review the final configuration. We track all open orders through completion and will annotate the Sourcewell participation in our documentation for reporting purposes.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

   No.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   - Do your warranties cover all products, parts, and labor?
     Our one-year bumper to bumper warranty covers all product, parts and labor, as described in the attached warranty document.
     *See attached warranty statements
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
     Our warranty shall apply only if the product is properly maintained in accordance with Oshkosh's maintenance instructions and manuals and is used in service which is normal to the model. Normal service means service which does not subject the product to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, it must notify Oshkosh in writing within thirty (30) days after the date of discovery, but in any event prior to the expiration of the warranty period.
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
     Our vehicle warranty covers the expense of technicians' travel and mileage to perform warranty repairs and is managed through our One Warranty system, following specific guidelines for coverage. Dealer labor rates are established and represent a fair and uniform labor rate for reimbursement of warranty work.
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
     Through our internal support team as well as our service dealer support, we provide coverage throughout the United States and Canada.
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
     Major components installed but not manufactured by Oshkosh are covered under original equipment manufacturer's warranties passed through to end user/customer. These include, but are not limited to, engine, transmission, water pump, and generator.

     Component Warranties
     In some cases, suppliers will offer warranties beyond the Oshkosh one-year Warranty. Warranties provided by individual suppliers other than Oshkosh apply after the one-year vehicle warranty. Oshkosh does not administer all individual supplier warranties and per the supplier are to be addressed directly with the supplier themselves.
     *See attached warranty statements
   - What are your proposed exchange and return programs and policies?
     Oshkosh Airport Products offers a return/exchange program for aftermarket parts only.

Aftermarket Parts Warranty
Oshkosh warrants the purchaser that the parts sold by aftermarket be free from defects in product and workmanship for the period of six months from the delivery of the product. This Parts Warranty does not include freight, labor, travel, or markup. It is a part warranty only.

Return of Defective Parts
If parts used in the repair of an apparatus are required to be returned to Oshkosh, Dealers will receive notification. Dealers have up to 30 days to return the defective component or the warranty claim will be rejected.

6) Describe any service contract options for the items included in your proposal.
No service contract options are included in this proposal. If requested by the customer, we would provide a service inspection program to allow specialized attention for ARFF Products. This would supplement a customer's already existing maintenance program.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Oshkosh Airport Products is offering our line of ARFF vehicles to the United States (including Hawaii and Alaska) as well as Canada. Our ARFF focuses on innovative fire suppression technology, unmatched chassis performance, advanced safety systems, smart design, and unsurpassed reliability and durability.
Stinger Q4 RIV – Meets FAA class I and class II requirements. The Stinger is built on a Ford Super Duty F-550, 4x4 chassis. Equipped with a pump powering the bumper turret and optional handline using the 120-300-gallon water capacity, and available secondary agent of dry chem or halotron.
Striker 4x4 – Meets FAA class IV requirements. The Striker is on a purpose-built Oshkosh chassis. Equipped with a single state centrifugal water pump capable of 1950 gpm at 250 psi. The pump powers the roof turret (375/750 gpm), bumper turret (300 gpm), and one handline (foam/water). Overall water tank capacity is 1500 gallons and foam tank capacity is 210 gallons.
Striker 6x6 – Meets FAA class V requirements. The Striker is on a purpose-built Oshkosh chassis. Equipped with a single state centrifugal water pump capable of 1950 gpm at 250 psi. The pump powers the roof turret (600/1200 gpm), bumper turret (300 gpm), and one handline (foam/water). Overall water tank capacity is 3000 gallons and foam tank capacity is 420 gallons.
Striker 8x8 – Meets FAA class V requirements. The Striker is on a purpose-built Oshkosh chassis. Equipped with a single state centrifugal water pump capable of 1950 gpm at 250 psi. The pump powers the roof turret (600/1200 gpm), bumper turret (300 gpm), and one handline (foam/water). Overall water tank capacity is 4500 gallons and foam tank capacity is 420 gallons.

Oshkosh Airport Products Snow is built on our long history of proven, purpose-built chassis to serve our customer's snow removal needs. Focused on safety, innovation, reliability and intuitive design, our trucks are the best in the industry and deliver the best solution to our customers.

Snow Blowers

Dual Engine Blower – Oshkosh H-series snow blower cab forward, all-wheel drive, dual engine chassis with integrated snow blower system designed for airport snow removal.

Single Engine Blower – Oshkosh H-series snow blower cab forward, all-wheel drive, single engine chassis with integrated snow blower system designed for airport snow removal.

Snow Brooms

Front Mount Broom – Oshkosh H series snow blower cab forward, all-wheel drive, dual diesel engine chassis with integrated front mounted snow power broom system for airport snow removal.

Tow Behind Broom / Multi-tasking Equipment – Oshkosh HT series chassis Cab forward, all-wheel drive, diesel engine with front mounted plow and rear mounted diesel engine powered Tow-Behind Broom. Tow-Behind Broom available in widths of 18, 20 and 22 ft.

Snow Plows – We offer plows that can be attached to any of our chassis models. Blade lengths come in 14, 16, 18, 20, 22, and 24 feet.

Snow Chassis

H Series Chassis – Oshkosh H-series snow blower cab forward, all-wheel drive, single engine chassis for airport snow removal.

HT Series Chassis – Oshkosh HT series chassis Cab forward, all-wheel drive, single diesel engine prime mover chassis for multi-function airport snow removal.

P Series Chassis – Oshkosh P Series Conventional cab, all-wheel drive, single diesel engine chassis for snow removal and other rugged duty applications

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Oshkosh Airport Products is flat discount rate that is applied to the base vehicle and any options selected.

*Attached are our price lists for each model including our standard options.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

We will be offering a 7% discount off MSRP/List price on our ARFF and Snow product lines.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

___X___b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Multi-Unit Purchase Discount:

Additional discounts may be available for identical multi-unit purchases. Discount varies dependent upon the number of identical units, the configuration of the units, and will be handled on a case by case basis.

Pre-Payment Discount:

Discount amount varies dependent upon apparatus price, delivery schedule, extent of pre-payment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts listed above. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced/open market or nonstandard options will be quoted at the time of request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Oshkosh Airport Products does not include pre-delivery expenses, including the following:

- Pre-construction meeting at factory
- Factory inspection visit(s)
- Loose equipment
- Spare parts
- Radio Equipment
- Optional factory maintenance training
- Requested performance, payment or warranty bond(s)

Oshkosh Airport Products' pricing does not include any sales or other taxes. License and/or title fees are also not included.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Shipping costs are included in this RFP to all 50 US States. Shipping costs to Canada will be quoted at time of request.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Travel to domestic ports will operate the same as domestic destinations. We will work with the end-user to work with a shipping line that they are comfortable using.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Due to size and weight restrictions, all trucks will be transported via low-boy or flatbed. All required licenses and permits will be obtained prior to shipment.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Oshkosh Airport Products will record Sourcewell participation at time of purchase order/ contract receipt. At the time the unit is invoiced, the sales order management team will be notified, and the unit will be added to the quarterly reporting.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)
Oshkosh Airport Products is proposing a 1.25% fee on the base truck price for each model.

Industry-Specific Questions

19) Specifically describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.

Oshkosh designs and manufactures purpose-built vehicles. Oshkosh designed and manufactured components include our transfer case, axle, suspension, and power divider. These technologies are shared throughout the corporation to provide the best solution to our customers.

On the manufacturing side, we use online build bill of materials with work instructions. We also use online parts manuals based on the actual bills of materials that are customized for every truck. Our standard work includes in-process quality sign offs after key manufacturing processes.

We follow a rigorous new product development process including documented testing performed by our Test & Development dedicated facility located in Oshkosh, WI.

20) Are your products part of the AIP program (Airport Improvement Program)?
Yes, both our ARFF and Snow products comply with the Airport Improvement Program.

21) Provide any market data or research supporting the longevity or reliability of your proposed solutions.
The expected life cycle of an ARFF vehicle is 15 years. The Oshkosh aftermarket commitment is to support these vehicles for at least 20 years. Oshkosh has delivered thousands of ARFF and Snow trucks, with many being in-service for decades.

22) If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.
We track the order purchase method (purchasing consortium, competitive bid, RFP, etc.) for every order. We will use this existing method to determine the effectivity of the Sourcewell contract.

Signature: _____ Date: 3/4/19