CHARLES PARKIN, City Attorney CHARLES PARKIN, City Attorney 11 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511

AGREEMENT 36466

THIS AGREEMENT is made and entered, in duplicate, as of October 25, 2022 for reference purposes only, pursuant to Resolution No. RES-22-0170 adopted by the City Council of the City of Long Beach at its meeting on October 18, 2022, by and between QUINN COMPANY, a California corporation ("Contractor"), with a place of business located at 10006 Rose Hills Road, City of Industry, CA 90601, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase a to purchase a paving compactor and a tandem vibratory compactor, through Caterpillar Inc.'s contract with Sourcewell (formerly the National Joint Power Alliance)(NJPA); and

WHEREAS, Sourcewell (formerly the NJPA) has a contract for the purchase of a paving compactor and a tandem vibratory compactor, Contract No. 032119-CAT (collectively "Sourcewell Contract"); and

WHEREAS, the City's participation in the Sourcewell Contract will facilitate the City's ability to purchase as well as provide considerable cost benefits to the City; and WHEREAS, Resolution No. RES-22-0170 authorizes the City to purchase a paving compactor and a tandem vibratory compactor by virtue of the Sourcewell Contract; NOW, THEREFORE, in consideration of the terms and conditions contained

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

- 1. The Sourcewell Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Sourcewell Contract shall be applicable here except as follows:
 - A. Wherever the Sourcewell Contract refers to Sourcewell, it shall be deemed to refer to the City of Long Beach.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- B. Contractor shall sell, furnish and deliver to the City a paying compactor and a tandem vibratory compactor of substantially the same type and kind purchased under the Sourcewell Contract, except as modified by Exhibit "B" attached hereto and incorporated by this reference, in an amount not to exceed Two Hundred Twenty-Five Thousand, Five Hundred Seventy-Three Dollars (\$225,573), including tax and shipping, until the Sourcewell Contract expires on May 13, 2023. To the extent that the Sourcewell Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Sourcewell Contract.
- Payment for the paving compactor and tandem vibratory compactor purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the paving compactor and tandem vibratory compactor by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.
 - D. All warranties shall accrue to the City of Long Beach.
- 2. Neither this Agreement nor any money that becomes due to Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.
- 3. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or mailed to Contractor at the relevant address first stated above, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given three days after deposit in the mail.
- 4. The terms appearing on the Sourcewell Contract are incorporated in this Agreement.
- 5. Contractor shall cooperate with the City in all matters relating to selfaccrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.
 - 6. This Agreement and all documents which are incorporated by

3

2022.

OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4664

RESOLUTION NO. RES-22-0170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH QUINN COMPANY TO PURCHASE A PAVING COMPACTOR AND A TANDEM VIBRATORY COMPACTOR, ON THE SAME TERMS AND CONDITIONS AFFORDED TO SOURCEWELL, A STATE OF MINNESOTA LOCAL GOVERNMENT UNIT AND SERVICE COOPERATIVE, THROUGH THEIR CONTRACT WITH CATERPILLAR, INC. IN A TOTAL AMOUNT NOT TO EXCEED \$225,673

WHEREAS, the Charter of the City of Long Beach (the "City"), Section 1802, permits the City to purchase services, supplies, materials, equipment and labor with other government agencies by purchasing under their contracts on a voluntary and selective basis when authorized by resolution; and

WHEREAS, the City desires to purchase a paving compactor and a tandem vibratory compactor; and

WHEREAS, Sourcewell, a state of Minnesota local government unit and service cooperative, has a contract with Caterpillar, Inc. for the purchase of a paving compactor and a tandem vibratory compactor, Contract No. 032119-CAT ("Sourcewell Contract"); and

WHEREAS, Quinn Company is the only authorized local dealer for Caterpillar, Inc.; and

WHEREAS, the City's participation in the Sourcewell Contract will facilitate the City's ability to purchase the paving compactor and tandem vibratory compactor as well as provide considerable cost benefits to the City; and

1

2

3

4

WHEREAS, if the City had to utilize a formal bid process rather than participate in the Sourcewell Contract, considerably more funds would be required; NOW, THEREFORE, the City Council of the City of Long Beach resolves as follows: Section 1. The above recitals are true and correct and are incorporated The City Manager or designee is hereby authorized to enter an agreement with Quinn Company to purchase a paving compactor and a tandem vibratory compactor, of the same type and kind identified in the Sourcewell Contract except as modified by mutual agreement of the City and Quinn Company, and the purchase by the City shall be on the same terms and conditions afforded to Sourcewell in a total amount not to exceed Two Hundred Twenty-Five Thousand Five Hundred Seventy-Three Dollars (\$225,573), including tax and shipping, until Sourcewell Contract No. 032119-CAT expires This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of October 18, 2022, by the following vote: Zendejas, Allen, Price, Supernaw, Saro, Ayes: Councilmembers: Austin, Richardson. Noes: Councilmembers: None. Councilmembers: Mungo, Uranga. Absent: OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664 Recusal(s): Councilmembers: None.

EXHIBIT "A"



Sourcewellsm

Formerly the National Joint Powers Alliance (NJPA)

REOUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

March 22, 2019 | 8:30 a.m. Central Time At the offices of Sourcewell 202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of The State within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

TABLE OF CONTENTS

1. DEFINITIONS

- A. Contract
- B. Proposer
- C. Sourced Good of Open Market Item
- D. Vendor

2. ADVERTISEMENT OF RFP

3. INTRODUCTION

- A. About Sourcewell
- B. Joint Exercise of Powers Laws
- C. Why Respond to a National Cooperative Procurement Contract
- D. The Intent of This RFP
- E. Scope of This RFP
- F. Expectations for Equipment/Products and Services Being Proposed
- G. Solutions Based Solicitation

4. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

- A. Inquiry Period
- B. Pre-Proposal Conference
- C. Identification of Key Personnel
- D. Proposer's Exceptions to Terms and Conditions
- E. Proposal Format
- F. Questions & Answers About This RFP
- G. Modification or Withdrawal of a Submitted Proposal
- H. Proposal Opening Procedure
- I. Sourcewell's Rights Reserved

5. PRICING

- A. Line-Item Pricing
- B. Percentage Discount From Catalog or Category
- C. Cost Plus a Percentage of Cost
- D. Hot List Pricing
- E. Ceiling Price
- F. Volume Price Discounts/ Additional Quantities
- G. Total Cost of Acquisition
- H. Sourced Equipment/Products/ Open Market Items
- I. Price and Product Changes
- J. Payment Terms
- K. Sales Tax
- L. Shipping

6. EVALUATION OF PROPOSALS

- A. Proposal Evaluation Process
- B. Proposer Responsiveness
- C. Proposal Evaluation Criteria
- D. Other Consideration

- E. Cost Comparison
- F. Marketing Plan
- G. Certificate Of Insurance
- H. Order Process and/or Funds Flow
- I. Administrative Fees
- J. Value Added
- K. Waiver of Formalities

7. POST AWARD OPERATING ISSUES

- A. Subsequent Agreements
- B. Sourcewell Member Sign-up Procedure
- C. Reporting of Sales Activity
- D. Audits
- E. Hub Partner
- F. Trade-Ins
- G. Out of Stock Notification
- H. Termination of a Contract resulting from this RFP

8. GENERAL TERMS AND CONDITIONS

- A. Advertising a Contract Resulting From This RFP
- B. Applicable Law
- C. Assignment of Contract
- D. List of Proposers
- E. Captions, Headings, and Illustrations
- F. Data Practices
- G. Entire Agreement
- H. Force Majeure
- I. Licenses
- J. Material Suppliers and Sub-Contractors
- K. Non-Wavier of Rights
- L. Protests of Awards Made
- M. Suspension or Disbarment Status
- N. Affirmative Action and Immigration Status Certification
- O. Severability
- P. Relationship of Parties
- Q. Provisions for Non-Federal Entity Procurements under Federal Awards or Other Awards

9. FORMS

10. PRE-SUBMISSION CHECKLIST

- 11. PRICE & PRODUCT CHANGE REQUEST FORM
- 12. APPENDIX A
- 13. APPENDIX B HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)
- 14. APPENDIX C VA Political Subdivisions (SEPARATE ATTACHMENT)
- 15. APPENDIX D FEMA Terms & Conditions (SEPARATE ATTACHMENT)

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcewell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

- 2.1 Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the <u>USA Today</u>; 2) once each in Oregon's <u>Daily Journal of Commerce</u>, South Carolina's <u>The State</u> and Utah's <u>Salt Lake Tribune</u>; 3) on Sourcewell's website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.
- <u>2.2</u> Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT SOURCEWELL

- 3.1 Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.
- 3.2 Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.
- 3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.
- <u>3.4</u> Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

- 3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.
 - 3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.
 - 3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- 3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:
 - 3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.
 - <u>3.6.2</u> Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.
- 3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.
- 3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.
- <u>3.9</u> Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

- 3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.
- 3.11 Beyond our primary intent, Sourcewell further desires to:
 - 3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.
- 3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.
- 3.13 Non-Manufacturer Awards: Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.
- 3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.
- <u>3.15</u> Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

- 3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.
- 3.17 Additional Scope Definitions: In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, this solicitation should be read to include, but not to be limited to:

- <u>3.17.1</u> Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.
- 3.17.2 A Proposer must meet at least one of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and it's subsections, the term "published" means that the information is readily available through the proposer's printed literature or website and that the proposer has verified the accuracy of the information:
 - 3.17.2.1 At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.
 - 3.17.2.2 At least one motor grader with a published maximum operating weight of at least 30,000 lbs.
 - 3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.
 - 3.17.2.4 At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.
- <u>3.17.3</u> Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.
 - 3.17.3.1 This solicitation should NOT be construed to include any of the following:
 - a. Construction services
 - b. Equipment accessory, attachment and supply only solutions, or
 - c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
 - Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
 - iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
 - iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
 - Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
 - vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)
- 3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.
 - 3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

- 3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- 3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by Sourcewell.
- 3.19 Best and Most Responsive Responsible Proposer: It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.
- 3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.
- 3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.
- 3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.
- 3.23 Sole Source of Responsibility- Sourcewell desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:
 - 3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.
 - 3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:
 - <u>3.23.3</u> Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

- 3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.
- 3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.
- 3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet Sourcewell Members' needs.
- <u>3.23.3.4</u> Proven Accepted Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members' needs.
- 3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.
- 3.24 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.
- 3.25 Contract Term: At Sourcewell's option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.
 - <u>3.25.1</u> Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.
- <u>3.26</u> Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

- 3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.
- 3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).
- <u>3.29</u> Proposer's Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

- 3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.
 - 3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.
 - <u>3.30.2</u> Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:
 - 3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;
 - 3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and
 - <u>3.30.2.3</u> differentiate equipment/products and services from other industry manufacturers and providers.
- 3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.
- <u>3.32</u> Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.
- 3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.
- <u>3.34</u> Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

- 3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.
- 3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. Sourcewell may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

- 4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.
- <u>4.4</u> These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

<u>4.6</u> Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

- 4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.
- 4.8 All proposals must be properly labeled and sent to "Sourcewell, 202 12th Street NE Staples, MN 56479."
- 4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.
 - 4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;
 - 4.9.2 Signed hard copies of all addenda issued for the RFP;
 - 4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and
 - 4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

- 4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.
- 4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.
- 4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.
 - 4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message "Hold for Proposal Opening," and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.
- 4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

- 4.14 Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.
- 4.15 Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.
- 4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.
- 4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.
- 4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under "Solicitations") and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.
- 4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. Sourcewell documents the receipt of proposals by immediately time- and date-stamping them. At the time of the public opening,

the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL'S RIGHTS RESERVED

- 4.24 Sourcewell may exercise the following rights with regard to the RFP.
 - 4.24.1 Reject any and all proposals received in response to this RFP;
 - 4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;
 - <u>4.24.3</u> Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;
 - <u>4.24.4</u> Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;
 - 4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;
 - 4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;
 - 4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell:
 - 4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and
 - 4.24.9 Extend proposal due dates.

5 PRICING

- <u>5.1</u> Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.
- <u>5.2</u> This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. The estimated annual value of this contract is \$200 Million.

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

<u>5.3</u> Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

<u>5.4</u> All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

- 5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.
- <u>5.6</u> All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.
- <u>5.7</u> Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.
- 5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft[®] Excel[®]) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.
- <u>5.9</u> All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.
- <u>5.10</u> Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

- <u>5.11</u> This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.
- 5.12 Individualized percentage discounts can be applied to any number of defined product groupings.
- <u>5.13</u> A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.
- <u>5.14</u> When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

<u>5.15</u> "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and

service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

<u>5.17</u> Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

E. CEILING PRICE

<u>5.18</u> Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

- <u>5.25</u> A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.
- <u>5.26</u> Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.
- <u>5.27</u> An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.
- 5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

- <u>5.29</u> Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.
- <u>5.30</u> Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.
- 5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."
- 5.32 The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.
- <u>5.33</u> ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.
- <u>5.34</u> DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.
- 5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.
 - <u>5.35.1</u> *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.
 - <u>5.35.2</u> Price increases: A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

<u>5.38</u> Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

<u>5.44</u> Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

<u>5.45</u> Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

<u>5.48</u> All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

- 5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.
- <u>5.52</u> The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.
- <u>5.53</u> Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.
- 5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

EVALUATION OF PROPOSALS

6

A. PROPOSAL EVALUATION PROCESS

- 6.1 The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.
- 6.2 Sourcewell uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.
- <u>6.3</u> The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

- 6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.
- 6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.
- 6.6 Level-One Responsiveness means that the response
 - 6.6.1 is received before the deadline for submission or it will be returned unopened;
 - <u>6.6.2</u> is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
 - <u>6.6.3</u> contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;
 - 6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
 - 6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and
- 6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may

help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

- 6.8 Forms A and P include a series of questions that address the following categories:
 - **6.8.1** Company Information and Financial Strength
 - 6.8.2 Industry Requirements and Marketplace Success
 - 6.8.3 Ability to Sell and Deliver Service Nationwide
 - 6.8.4 Marketing Plan
 - 6.8.5 Other Cooperative Procurement Contracts
 - 6.8.6 Value-Added Attributes
 - 6.8.7 Payment Terms and Financing Options
 - 6.8.8 Warranty
 - 6.8.9 Equipment/Products/Services
 - 6.8.10 Pricing and Delivery
 - 6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

<u>6.14</u> A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

<u>6.16</u> Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

<u>6.17</u> This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 Sourcewell marketing expectations include the following components.

- 6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.
- 6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.
- 6.19.3 Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of

Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

- 6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.
- <u>6.19.5</u> Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.
- <u>6.19.6</u> Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.
 - <u>6.19.6.1</u> Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.
 - <u>6.19.6.2</u> Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.
 - <u>6.19.6.3</u> Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.
 - <u>6.19.6.4</u> Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.
- <u>6.19.7</u> A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.
- <u>6.20</u> Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

<u>6.25</u> Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A-VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

<u>6.26</u> Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H, ORDER PROCESS AND/OR FUNDS FLOW

<u>6.27</u> Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a

Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

- <u>6.29.1</u> The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.
- <u>6.29.2</u> The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge Sourcewell Members more that permitted in the then current price list in order to offset the administrative fee.
- <u>6.29.3</u> The administrative fee is designed to cover the costs of Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.
- <u>6.29.4</u> The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.
- <u>6.29.5</u> Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 [This section is intentionally blank.]

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

- 6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in Sourcewell's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.
- 6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.
- 6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.
- <u>6.36</u> Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

- <u>6.37</u> **Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.
- <u>6.38</u> **Technology**: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

- 7.1 Purchase Order. Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.
- 7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.
- 7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.
- 7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

<u>7.8.1</u> Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the

Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [Sourcewell Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

- 7.14 Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.
 - 7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
 - <u>7.14.2</u> The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
 - <u>7.14.3</u> Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;
 - 7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;
 - <u>7.14.5</u> The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;
 - 7.14.6 The Vendor fails to properly report quarterly sales;
 - 7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.
- 7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.
- 7.16 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

- 7.17 Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.
- 7.18 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

<u>8.1</u> Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

- 8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.
- 8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.
- <u>8.5</u> Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.
 - <u>8.5.1</u> Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

<u>8.8</u> Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

- **8.9** Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.
- **8.10** Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

- <u>8.11</u> No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).
- 8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D, LIST OF PROPOSERS

8.13 Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

- <u>8.15</u> All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.
 - **8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.
 - 8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP,

the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts. terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

- 8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.
- 8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

- <u>8.25</u> Any protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.
 - **8.25.1** The name, address, and telephone number of the protester;
 - 8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);
 - **8.25.3** Identification of the solicitation by RFP number;
 - **8.25.4** Identification of the statute or procedure that is alleged to have been violated;
 - 8.25.5 A precise statement of the relevant facts;
 - 8.25.6 Identification of the issues to be resolved;
 - 8.25.7 The aggrieved party's argument and supporting documentation;
 - 8.25.8 The aggrieved party's statement of potential financial damages; and
 - 8.25.9 A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

- <u>8.27</u> An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.
- **8.28** Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

<u>8.29</u> In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address the Member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

<u>8.32</u> Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

8.35 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 CFR Part 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 CFR Part 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.

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 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 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

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

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

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

8.38 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

<u>8.40</u> Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall 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. Proposers shall 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.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

- 8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall 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.
- 8.43 Buy American Provisions Compliance. To the extent applicable, Proposer agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.
- <u>8.44</u> Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 8.45 Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or

more citizens of a foreign county listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

<u>8.46</u> Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

<u>8.47</u> Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Please identify the person Sourcewell should correspond with from now through the	Award process:
Name: E-Mail address:	

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company's expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please 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?
- 9) 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.
- 10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.
 - Please include details, such as the 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.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on <u>Form P.</u>

Signature:	Date	:
	•	·

Form B





Company Name:		
Address:		
Phone:	Fax:	
Toll-Free Number:		
Website Address:		
	COMPANY PERSONNEL CONTACTS	
Authorized signer for your organ		
Name:		
	Phone:	
Who prepared your RFP respon	<u>ie?</u>	
Name:	Title:	
Email:		
<u>Who is your company's primary</u>	contact person for this proposal?	
Name:	Title:	
Email:	Phone:	
Other important contact informa	<u>tion</u>	
Name:	Title:	
Email:		
Name:	Title:	
Email:	Phone:	

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



	Term, Condition, or		Sourcewell
ection/page	Specification	Exception	ACCEPTS
		Marin 1995	

			ŀ
ser's Signatur	3:		Date:
Conveyable	clarification on exceptions listed	ahava	
Sourceweirs	CHAPTHICATION ON EXCEPTIONS IISTED	abover	

Contract Award RFP #032119

FORM D



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

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, 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:	Date:	
Company Address:		
City:	State:	Zip:
CAGE Code/DUNS:		
Contact Person:	Title:	
Authorized Signature:		(Name printed or typed)

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 #: 032119-XXX

Proposer's full legal name: TBD

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 MM DD, YYYY and will expire on MM DD, YYYY (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:	
	Jeremy Schwartz
SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE	(NAME PRINTED OR TYPED)
	Chad Coauette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE	(NAME PRINTED OR TYPED)
Awarded on MM DD, YYYY	Sourcewell Contract # 032119-XXX
Vendor Authorized Signatures:	
The Vendor hereby accepts this Contract award, in	ncluding all accepted exceptions and amendments.
Vendor Name	
Authorized Signatory's Title	
VENDOR AUTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)
Executed on 20	Sourcewell Contract # 020110 VVV



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 the and conditions specified above.	at he or she has read, underst	ands, and agrees to comply with the ter	rms
Company Name:			
Address:			
City/State/Zip:			
Telephone Number:			
E-mail Address:	***************************************		
Authorized Signature:			
Authorized Name (printed):			
Title:			
Date:			
Notarized			
		·	
Subscribed and sworn to before me this	day of	, 20	
Notary Public in and for the County of		State of	
My commission expires:			
Signature:	·		



Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by:	Its	
		•
	Its_	



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name:				 v	
Questionnaire cor	npleted by:		 		

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 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?
- 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.
- 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?

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?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - 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?
 - 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?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

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

represents is a 50% percent discount from	ed in this response. For example, indicate that the pricing in your response the MSRP or your published list.
10) The pricing offered in this proposal is	
a. the same as the Pr district.	oposer typically offers to an individual municipality, university, or school
b. the same as the Property or state purchasing	roposer typically offers to GPOs, cooperative procurement organizations, g departments.
c. better than the Pro state purchasing d	poser typically offers to GPOs, cooperative procurement organizations, or epartments.
d. other than what th	e Proposer typically offers (please describe).
11) Describe any quantity or volume discounts	or rebate programs that you offer.
	products or related services, which may be referred to as "open market" le, you may supply such items "at cost" or "at cost plus a percentage," or est.
cost includes all additional charges that ar	that are <u>NOT</u> included in the pricing submitted with your response. This e not directly identified as freight or shipping charges. For example, list datory training, or initial/pre-delivery inspection. Identify any parties that the Proposer.
 If travel expense, delivery or shipping is an travel expense, shipping and delivery progre 	additional cost to the Sourcewell Member, describe in detail the complete ram.
 Specifically describe those travel expense offshore delivery. 	e, shipping and delivery programs for Alaska, Hawaii, Canada, or any
16) Describe any unique distribution and/or del	ivery methods or options offered in your proposal.
proposed Contract with Sourcewell. This	rocess or program that you plan to employ to verify compliance with your process includes ensuring that Sourcewell Members obtain the proper under the Contract each quarter, and that the Vendor remits the proper
Sourcewell Contract in the event that you a	you will pay to Sourcewell for facilitating, managing, and promoting the re awarded a Contract. This fee is typically calculated as a percentage of per-unit fee; it is not a line-item addition to the Member's cost of goods stails.)
Industry-Specific Questions	
20) Describe any environmental management s	agement system certifications obtained by your organization. ystem certifications obtained by your organization. grams that your organization offers for the solutions you are
Signature:	Date:



10 PRE-SUBMISSION CHECKLIST

Check			Electronic Copy
when		Hard Copy Required	Required – Flash
Completed	Contents of Your Bid Proposal	Signed and Dated	Drive or CD
1	Form A: Proposer Questionnaire with all	37	37
	questions answered completely	X – signature page only	X
			, A
	Form B: Proposer Information		
	Form C: Exceptions to Proposal, Terms,		X
	Conditions, and Solutions Request	X	
			X
	Form D: Formal Offering of Proposal	X	
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all		
	questions answered completely	X - signature page only	X
	Certificate of Insurance with \$1.5 million		
	coverage	x	X
	007011180		
	Copy of all RFP Addendums issued by		
	Sourcewell	X	X
	Pricing for all Products/Equipment/Services		37
	within the RFP being proposed		X
	Entire Proposal submittal including signed		
	documents and forms		Х
	All forms in the Hard Copy Required Signed		
	and Dated should be inserted in the front of		
	the submitted response, unbound		
	Package containing your proposal labeled		
	and sealed with the following language:		
	"Competitive Proposal Enclosed, Hold for		
	Public Opening XX-XX-XXXX"	- A	
	Response Package mailed and delivered		
	prior to deadline to:		18 C
	Sourcewell, 202 12th St NE, PO Box 219		
	Staples, MN 56479		

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

		CHECK ALL C	CHANG	ES THAT APPLY:
AWARDED VENDOR NAME:				Adding Products/Services
	Quinn Company			vices
				Deleting
				Products/Services
			$\frac{1}{2}$	Price Increase
SOURCEWELL CONTRACT				Price Decrease
NUMBER:	032119-CAT			

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)
Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."
Please see attached scheduled price escalation notice from Caterpillar
If adding products, state how these are within the scope of the original RFP.
If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

Section 4. Complete Restatement of Pricing Submitted

	E restatement of the pricing, including all new and existing emailed to the Vendor's Contract Administrator.	g products and services is attached
☐ Yes	□ No	
Section 5. Sign	natures	
Vendor Author	rized Signature	Date
Print Name and	l Title of Authorized Signer	
Jeremy Schwar Sourcewell Dir	tz ector of Cooperative Contracts and Procurement/CPO	Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local Government/Cities.shtml

http://nces.ed.gov/globallocator/

https://www.census.gov/2010census/partners/pdf/FIPS StateCounty Code.pdf

http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php

https://www.usa.gov/tribes#item-37647

http://www.usa.gov/Agencies/State-and-Territories.shtml

Oregon

<u>Hawaii</u>

Washington



HI, ID, OR, SC, UT, WA	Maha	Poster	South Carolina	trak	hara-a
		Director			Visiting
	Emery Ada County	Salar County	County Athenda County	Touring Touring	Afters County
Havel Courty Knot Courty	Adams County	States Contact A	Alter County	Son Dider County	Author County Author County
Mad County	Barrock County	Central Division interflorite control (Control	Allerdain County	Carlo County	Serial County
	Hear Late County	Carlesias County	Anderson County	Carlos Coursy	Chellan Counts
anicipality Organi County of Honoluly	Barcest Condy	Checkman County Service Charles No. 1	Earnberg County	Dreet Court	Children County
	Northern Country	Outage County	Rational County	Onla Court	Dark County
Aber Forenisch Havels Community College	Blaine County	Columbia Columby	Stanfort Courty	Duchame County	Colombia County
	Boise County	Cost County		Duchenne County Special Service Statrict No. 2	Cowity County
Harrista Constantly College	Bonner County	Cock County	Berkeley County Calleous County	Enery County	Dougles County
University of Hawaii University of Hawaii Research Corporation	Bonder/Te County	Cary Court	Catholia Regional Council of Governments	Fire County Association of Governments	Ferry County
	Southers	Description Learny	Control Midself Court of Governments	Gerfield Courts	Fritabin County
Windows Concession College	Butte Courty	Dougles Courty	Charleston Charly	Grand County	Carried County
focadon (411) Manalud Schools	CIMISCOUNT	Carrier Comply	Cresise Court	Sea County	Grant County
Donahamaha Schools	Clayon County	Grant County	ChaterCounty	hat Courty	Grays Herber Country
	Caribou County	Handa Coorda	Charter County	Kane County	triand County
relat Dispries Harvell Community Development Authority	Carrie County	Hand River County	Ottendon County	Miled Coats	Jetterion Courty
Hawell Pring Hambel Archarty	Ciri County	Jackson County	Colleton County	Moresh County	King County
		Hillerian County			NA Const Diseasous, y trocist, des
Hawaii Tourism Authority	Character County	Issesting County	Darkegton Caurty	Field County	
Henduly Authority for Rapid Trensportation	Custer County		Distractory	N'ch County	Eliza Councy
PERCON Energy Laboratory of Howalf Authority	Elmore County	Manush County	Borrhester County	Salt Lake County	Princip County
ta	fracilia Coursy	Like County Lane County of Governments	Significantly	SinkenCourty	Michaelously
tawas Department of Accounting and General Services	Framoré County Gezi County	Lang County Control of	Paintald County	productional	lawis Coursy
Hawai Department of Finance and Administration			Planente Courty	Sorter County	Lincoln County
Hawaii Department of Health	Goodley County	threals County	Employer (orth	Surawit County	Nation County
Hawas Engloy IF Union Health Benefits Trust Fund	Maho County	lies County	Germale Courty	Totale County	Olamogan County
Hawas Heath Systems Corporation	hellerson County	Malhera Coulty	Greenwood County	Metan County	tude County
State Of Hewaii	Inverse County	Merian County	Harryson Courty	Utah County	Pard Creille County
	Kosterul Caracy	Merlan County Housing Authoray	Harl Carel	Wastich County	Farra County
	Letch County	Marrow County	Imper County	Washington County	Sall Jean Courty
	Lenh Courty	Multi-arith Courty	Fantrau Courté	Wzyra Coursy	Strik Carry
	Lewis County	Park County	Lavoreter Courty	Water Ecusty	Shamaria County
	Uncoln County	Presman Courty	Leuren Courty	Municipality	Snohomish County
	Midsen County	Tillarmock County	lee Courty	Corterfeld City	toware Councy
	Minidoha County	Unusida Courdy	Lesington County	City of Alpine City	Sterons County
	Hex Perca Courty	Unidea County	Lawrer Server out Countril of Construences	City of American Fork	Thurston Coursy
	Breida County	Walleria Courty	Alerian County	City of Aurora	Duriton Regional Manking Council
	Dunker County	Water County	Partiere County	City of Safard	Waterlan County
	Payetra County	Washington County	McCoreick Courty	City of Bezrear	Walta Walla Court P
	Power County	Wheeler Courty	Newport Course	City of Righting	Whatman County
	Penhera County	Yambii Coursy	Outres County	City of Bullouis	Whiteran County
	Teten County	Monletentry	Overgebung County	City of Bours Ayl	Yelina County
	Twin Falls County	City of Adair Village	Filters County	City of Brighton	Yahima Causey Public Services
	Valey County	City of Adrian	Richtand County	City of Cryste Dulk	Yalisma Valley Conterence of Governments
	Washington Councy	Gity of Albany	Salvada Coverny	City of Cestur City	Ahokipality
	hysiolopathy	Day of Arring	Sparingles Livery	City of Cedar H25	Gry of Aberdeen
	CayofAberdeen	City of Arlington	Sureter County	City of Contervals	City of Aleman Heights
	City of Atrion	City of Ashland	Union County	City of City of City of City	City of Algoria
	City of American Falls	City of Asserts	Williamsburg Courty	Gly of Circles	City of Anacortes
	City of America	City of Athera	York County	City of Castella	City of Arlington
	City of Area	City of Automotio	Aftericipality	City of Colorado City	City of Aresin
	City of Arima	City of Autora	Cay of Abbeyile	City of Corione City	City of Autum
	Cay of Ashton	City of Biller City	City of Alices	City of Cottomwood Heights	ರಿಗ್ರ ಜೆ ಕೆಟ್ ನಡೆಯ ಪ್ರಕಾರಗಳು
	City of Ashel	Dity of Bandon	City of Anderson	City et Delta	City of Bartle Ground
	City of Association	Gry al Racks	City of Racewell	City of Draper	City of Bill true
	City of Barcroft	GrydaryCry	City of Equipe 1	City of Orchance	City of Belling have
	City of Sedence	Gry of Seaver 0-1	City of Setton	Crysteacutor	ChialantonChy
	City of MacWact	Glyeffund	City of Bennetstrolle	City of the Middle	City of Biology
	Creditu	Gity of Residents	City of Buhap Or	City of Bare	City of Black Olympha
	Cay of Biograingram	Gry of Brackings	City of Carrelon	Give fresh	City of Bising
	Cryof Bolse	City of Erwennyal's	Cty of Cayon	City of Exception	City of Benning Late
	Gry of Barzers Ferry	City of Burns	City of Charleston	City of Epizains	Citral Active!
	Ctyclifordi	City of Carby	City of Chesser	City of Excalante	City of Street and
	Digarate	City of Current Beach	City of Change	Cay of Course	City of Streeter
	City of 6 arley	City of Carryanities	City of Clemyon	City of Fairnism	tity of Bridgeport
	City of Caldwell	City of Carloss	City of Chatgos	City of Faterington	City of Sales
	City of Cambridge	Oty of Canada Lacks	City of Columbia	Dry of Fart West	City of Buckley
	City of Carry	City of Care I are 194	City of Corney	Chi al farm	City of Suries
	One of Canada	Creditoration	City of Darlington	City of Filmore	City of Surfregion
	Oty of Cartielons	Otrol Chilopia	Cty of Dennyth	City of Fountain Green	City of Canas
	Gyer Chan	City of Chalante			
	City of Chubback	Cities constitue	City of Cities	Gry of Fruit Holytts	City of Cornetton
			Cay of Ladey	City of Cartard	City of Cashurers
	Dry of Clipton	City of Columbia City	Cary al Florence	Oty of Grantmille	City of Castle Rock
	Crysf Cliffon	Gity of Condon	City of Folly Beach	Gly al Green knot	City of Centralia
Chy of Council C	City of Core Bay	City of Forest Apres	Gty of Gurnlans	City of Checkalla	
	City of Counts! City of City priors	City of Coquese	City of Fountain has	Gty of Hardinsky	City of Orelian
	City of Croush	City of Constitut City of Cornes	Cay of Gallany Cay of George (gov)	Gty al Haber City City al Helper City	City of Oversigh

Appendix B Page 1 of 14

City of Cability C	CILLIN CONTISCIANI	City of Greenite	Chystyland	City of Cla Hote
Englishma Guiden	City of City	Cally in contract	Elivaf Mildula	City of Clysfe Mills
City of Dayson	Orgal Cremish Christ Dakon	they all drawn	Divatilation	City of Cathot
CHECKING	Chi a late	City of Heather	City of Honory City	City of Callega Place
Chy al Chelich	City of Dillas	Overfilankenile	Chy al House	Phy of Colvilla
City of Connelly	Chy of Business Chy of Buyles	City of Startustine	(By si itasirgina	City of Conneil
City of Daver	City of Danille	Maria d'Anna	City of Hourisant	City of Course paits
City of Coverny	City of Dispositury	City of thire of Johns	City of Harle Park	City of Covingian
City of Drifts	Christophe My	Cly at heleanneith	City of Bycom City of Like	Chial Darregart
Chiral Cubins	Chalany	Do all Matthy	Crisellabe	(ity of Cayton
Cityal Engla	City of Cashin	try of innerstre	City of Lans 5	Digol Deschark
Cky of Eden	Graf Cusins	Day of Landress	City of Lunch	City of Deal Matters
City of Elle Niver	Circ Dun Cir	thy of Comun.	Oty of Jayoffin	Digof DoPort
City of Emerett.	Chillogia	City of Ulberty	Condition	Cayof Dutpil
City of Folchold	Col 4 (Frity Legar Culty Months	an what	City of Legion	City of East Wernerbee
Owel femalate Village	Chiefite	Charles	Chroftell	Car of Edgewood
Chrotifler	Chalthe	CEY of Mindow	City of Leadston	City of Edwards
Eliyat Fulk	Child (viringe ender the		City of Bridge	City of Electric City
City of Frechita	Chalchon	Citaling	City of Liggs.	Chy of Effections
City of Frakland	City of Degree	City of librate Beach	Christians	Chyof Since
Caly of Barries, Caly	City of Dakedop	the of Kee Worker	Threal Manifella	Constant
City of Ciercese	Chyaltalisthy	City of Filmanese	City of Mary bolt-Shirtroffic	Chrol Founds w
City of George Seem	Oby of Foreign	City of Harth Augusta	Dity of Mendan	Chy of Ephrota
City of Glenes Terry	Other states	Cley of Narch Charleston	chyofathadle	Chi of Erstall
thref-teeff	Chalen	Chr of North Lightle Bouch	Cap of Midney	Chyolomusa
City of Grace City of Grace Vised	Clysfeidia	Ovel Onserver	Cay of historic	Chief Pederal Way
CICA REGIONAL AND A	Chrol Graten	Physi Kelass	(FAN MINTER	Chroi Feant de
City of Grangeritta	Tirref Sales	City of Sect 1600	Chysition	City of tife
Chy of Greatest	Diyaf Graden	City of Senace	Etraf Lient	Oyelfions
Oty of Haguines	City of Gerrals	Dry of Simponetta	EDvai Liouse	Chy of Finite
City of Halley	City of Glodateur	City of Specialisms	City of Mouticella	City of Georgia
City of Hemoto	City of Glocifica	City of Senter	Chy of Livegus Chy of Morath	City of Big Harbor
City of Harriers	City of Cold Seads.	Carl of Lettr Cal	Chrof March	City of Ports Bur
Oky of Harden	CICA CARINI CICA CARRIED	City of Translations	On of he pleasant Chi	Elly of Guideodala
Chrof Hetelon	Cirkol gizapiza Cirkol dostisi	City of Union	Chi of Warrit	Dividianoi Cudsa
City of Replace	City of 6 parts F2 #	Chi of Wellers	City of Hypot	City of Grandwick
City of Hollicat	City of Greenharn	City of Walterburn	Cay of Raples	Ottok Granger
City of Herrody's	tray of Greature	Click of Artificials	On 4 Rush	thred Granty Falls
City of Hope	Cityoffishes	CEST AT ALCOHOMY TO	City of Molect	Utyafilisticatos
City of First tiling Card	Engelliellere	CES & Moderator	Called Herbiegen	Dig of Hogeley
Chy of Hyculai	City of Italiey	(SA Ny Apprint)	Chay of Starth Operas	De of freats
City of His backy	City of Hospy Welley	(try of viscosita)	Clayed Martis Bolt Lakes	Lity of teraports
City of Into India	The in the Party of the Party o	Cay of York Town tof Microstale	City of Carlot	Construction
City of lakery	(ity of the la.	Lower or vacation	Clored Galde	čite afičalama
City of Migral Park	gity allitypase	Toxas di Andrea	Call of Counts Age	Chy of Liebs
Owellerone	(ity ai Harniston	Yarandi Albudik Skada	And to deliterants	Chy of Konmore
Chrofisha	City of Hills Scre	Tree of Australia	City of Orion	the of tempoles
Chry of Juliacita	Çîty ol Hilleğere Zîty ol Kises	Town of Associ	City all haspilish	thy of Konraulck
City of Julis city Easy of Exemish City of Refines	City of Hillations (Try of Hines Clarat Hand Heav	Town of Spirite Services	City of Panlacillah City of Panlacilly	Chy of Konnenick Chy of Koni
City of Julis ofte Easy of Exemish City of Training Else of Develops	City of Milefore City of Mace	Town of Agrico Town of Bullestony low relie Town of Bulleston	Ciry al Pangullah Ciry al Park Ciry Circ al Patracess	Chy of Kauranick; Chy of Kaut Chy of Catrin Falls
City of Julis obta Einy of Earnich City of Egologic City of Egologic Einy of Egologic	City of Hillufore City of Moore City of Moore City of Hillufor City of Hilluforon	Town of Sylver Town of Salesburg loversite Town of Blothum Then of Blothum	City of Pangolich City of Park City City of Patroness City of Payson	Chy of Koernesick Chy of Kost Chy of State Folia Chy of Kateland
City of Julis obta Einy of Earnich City of Egologic City of Egologic Einy of Egologic	City of Mills Sect City of Misses City of Mod Miss City of Missespon City of Missespon City of Missespon	Town of Agnor Young of Galantery iver relief Town of Galantery Town of Barkery Town of Black belong Town of Balanteria	City al Pangolich City al Park, City City of Patonics City of Patonics City of Payson City of Payson	Chy of Kourmaick; Chy of Coul Chy of Chirch: Folks Chy of Usikund Chy of Usikund
City of John othe Eay of Exemble City of Exemble City of Exembles City of Exembles City of Exembles City of Exembles	chy al Hillacore Chy al Islance	Town of Agnor Town of Exteriory invertile Town of Exteriory Town of Enthalmer Town of Enthalmer Town of Enthalmer Town of Enthalmer	City all Pangellich City in Park City City of Panascer City of Payson City of Islan City	Chy of Kommulck Chy of Gunt Chy of Furth Folks Chy of Hilland Chy of Hilland Chy of In Cester
City of Johnship Enty of Essenish City of Essenish	chy of Hillusce Chy of Mance they of Mance they of Mance they of Manch they of Industry the Industry th	Town of Agnor Town of Galdesharp Lovedor Town of Galdesharp Lovedor Town of Blacksharp Town of Blacksh	City at English City at English City at Enough City	thy of Kommolek Chy of Goni Chy of Strike Falks Chy of Missaus Chy of to Cester Chy of to Cester Chy of to Cester
City of Julia cità City of Indiani City of Traini C	Chy of Nillakee Chy of Nillakee Chy of Nillake Chy of Nillake Chy of Nillakehold Chy of Nillakehold Chy of Nillakehold Chy of Nillakehold Chy of Nillake Chy	town of Agrice Town of Chicken's incredit Town of Chicken's incredit Town of Chicken's Town of Chicken's Town of Chicken's Town of Chicken's Town of Chicken	Cry at Bragalish Cry at Post, Cry Cry at Post, Cry Cry at Postory Cry at Propos Cry at Propos Cry at Propos Cry at Post, C	Chy of Kennenick Chy of Kuthin Falls Chy of Wathin Falls Chy of Milleras Chy of Milleras Chy of Locker Chy of Locker Chy of Locker Chy of Locker Chy of Locker
Chy of July olds Enty of Exemits Chy of Exemits	Chy of Nillakee Chy of Nillakee Chy of Nillake Chy of Nillake Chy of Nillakehold Chy of Nillakehold Chy of Nillakehold Chy of Nillakehold Chy of Nillake Chy	Two self-Aprice Two self-Apric	City at Bragalish City at Pack City City of Procure City of Procure City of Propor City of Propor City of Tary City of Tark City	Chy of Desironal Cs. Chy of Earth Falls Chy of Earth Falls Chy of Earth Falls Chy of Earth Earth Chy of Earth Earth Chy of
they of John date They of Favorith They of Thoma They of Tayrori They of Thoma They of Thoma They of Thoma They of Thoma	City of tellibrices Only of these Only of the City of	town of Aprice Town of Estations is consider Town of Estations	Cey al Innghish Cey al Inns Chy Cey al Inns Cey	thy of Kusumald; they of Kush Talk they of Kushand they of Kushand they of Kushand they of Land they of Land they of Land they of Land they of Land they of Landson
ting of Julya disa Teng of Essenth Chip of Teilmag Chip of Teilmag Chi	Gry of triffsices Ory of Sloces Ory of Sloce	You of Aprice You of Schistopy icerally You of Schistopy From Sill Schistop You of Schistop Yo	Cey al Inagabit Cey al Inagabit Cey al Inace	they of Kentermalck; they of Guile Cary of Christs Falls they of Strikans they of Strikans
they of Julya dela They of Favorish Chey of Favorish Chey of Favorish Chey of Earthwan Chey of Earthwan	Gry of the Section of the Control of	You of Aprice You of Satisfury Secretic Youn of Satisfury Young	cry at haughth, cry at haughth, cry at haut dry cry at housen Cry at hypos Cry at Haus Gine	thy of Kentrackick they of the Act (they of the (they of they (they (they of they (they (they of they (they (th
ત્યું ન દેખે ત્યાં કે દ્વારું મેં દેખાંમ (પૂર્વ મેં દેખાંમ (પૂર્વ મેં દેખાંમ (પૂર્વ મેં દેખાંમ (પૂર્વ મેં દેખાંમ (પૂર્વ મેં દેખાંમ) (પૂર્વ મેં દેખાંમ)	Gry of tributes Ony of these Ony of these Ony of the One Ony of tribute of Ony of tribute Ony of	You of Apace Tree of Contracting Secretal's Town of Contracting Secretal Town of Section The Secretal Tree of Section Tree of	cry at heapths Cry at heapths Cry at heapth Cry Cry at free of the Cry at heapth Cry a	Dry of Exemple; Chy of Chain Gall Gray of Chain Gall Gray of Chain Gall Gray of Chain Gray of Gall Gray Gray Gray Gray Gray Gray Gray Gray
ting of Juliania (try of Examin (try of Exam	Gry of triffschee Ory of Stocke Ory of Stock	Town of Aprice Town of Enthury Secretic Town of Enthury Teach of Town of Enthury Enthu	Coy of Pangulah Coy of Pank Chy Coy of Coy Coy of Chy Coy Coy Coy Coy Coy Coy Coy Coy Coy Co	Dry of Exemental, that of Roles for the Role Ray of Strike Fell Ray of Strike Fell Ray of Strike Fell Ray of Strike Dry of Strike Ray of Strik
tray of July acids They of Exemit City of Exemit Ci	Gry of influence Gry of	Trous of Agrice Trous of Continuing Secretal's Trous of Continuing Secretal's Trous of Continuing Trous of	cry at hasplish cry at hasplish cry at hash dry cry at house cry at house cry at hash cry	Dry of Exemend C. Char of Kook in Falls Charles
tray of July acids They of Exemit City of Exemit Ci	Gry of the Market Ory of Stock	You of Apace Two and Galactury Secretal's Two and Galactury Secretal's Two and Haddeda Two and Galactury Two and G	cry of haughth cry of haughth cry of haught	Dry of Exemend C. Charlet Cont. Charlet Cont
ting of Julyania (Leg of Easth) (Leg of Easth)	Gry of the Markes Only of States Onl	Town of Agree Town of Enthury Secretal's Town of Enthury Town of Enthur	Coy of Panaghibh Coy of Coy of Panaghibh Coy of	Dry of Exemend C. Charl of Seals Seals Charl of Seals Seals Charles Charles Seals Charles Charle
ting of July acids They of Executi Uny of Executi University Univer	Gry of the Market Open of Look Best Open of Look Open of L	Two of Agrice Two and Galacticary Securally Toping of Galacticary Two and Galacticary	cry of haughth Cry of	Dry of Exemend C. Char of Cont. Char of Cont
ciny of July acids (They of Tambus (They of Ta	Gry of the Markets Only of States On	Town of Agrice Town of Enthury Secretic Town of Enthury Team o	Coy of Panaghibh Coy of Pana Chy Coy of Pana Chy Coy of Panas Chy Coy Coy of Panas Chy Coy Coy Coy Coy Coy Coy Coy Coy Coy Co	Dy of Exemends, the of Scale The Control Field Ope of Scale This Think Ope of Scale Thin Think Ope of Scale Think Ope of Scale Ope of S
ting of July acids They of Essenh Use of Steach Use of Ste	Gry of influence Gry of	Trees of Agrice Trees of Galactica's jeverals's Trees of Galactica's Tre	Cry of Pangalish Cry of Pank Chy Cry of Pank Cry of Research C	Dy of Exemends, the of Scale The Control Field Ope of Scale This Think Ope of Scale Thin Think Ope of Scale Think Ope of Scale Ope of S
ciny of Julyania (typ of Tambu) (typ	Gry of brillaces Only of blocks Only of blocks Only of block Only of blo	Trons of Aprice Trons of Substanting Secretal's Trons of Substanting Secretal's Trons of Substanting Trons of Compacing Tr	cry of Inagelish cry of	By of Exemends. Earl Fall States For all States On all States
ciny of Julyania (typ of Tambu) (typ	Gry of the Markes Gry of Marke	Town of Agrice Town of Enthury Secretal's Town of Enthury The Secretal Secretal Town of Enthury The Secretal	Cry of Pangulah, Cry of Pank Chy Cry of Pank C	City of Exemends, Charles of Science of Control Contro
ting of Juliania (Leg of Examis (Leg of Exam	Gry of rishbace Gry of blace Gry of blace Gry of blace Gry of black flow Gry of black Gry	Trons of Agrice Trons of Galactery Secretal's Trons of Galactery Trons	cry of Inagelish Cry of	Diy of Exemends. Exer of Scale In Scale Exer of In Scale Exer of In Scale Exer of In Scale Exer of In Scale Exercise Exer of In Scale Exercise Exer of In Scale Exercise Exercis
ting of Juliania (Leg of Examis (Leg of Exam	Gry of the Markets Only of States On	Trees of Aprice Trees of Contracting Secretal's Trees of Contracting Secretal's Trees of Secretal Secretal Trees of Secretal	cry of haughth cry of haughth cry of haught	By of Exementic Cheer's Cheer'
ciny of July acids They of Exemit City of Teamit City of Conden City of Co	Gry of rishbace Gry of blace Gry of blace Gry of blace Gry of black flow Gry of black Gry	Trees of Agree Trees of Galactery Secretal's Trees of Galactery Germalic Trees of Galactery Trees of Galacte	cry of Inagelish cry of	By the sensels, the of the sensels, the of the sensels, the of the sensels, the sen
cay of July acids They of Essenh Che of Streeth Che of Streeth Che of Streeth Cay of Essenh	Gry of the Markets Organization	Trons of Agrice Trons of Galactery Secretal's Trons of Galactery Trons	cry of haspiths cry of haspiths cry of haspith cry	By of Exementic Cheer's Country of Exementic Cheer's Country of Collaboration Cheer's Country of Collaboration Cheer's Country of Collaboration Cheer's Country of Laboration Cheer's
ciny of July acids (the of Trabula)	Gry of the Markes Gry of State But Gry of State Gry of	Town of Agrice Town of Satisfacy Secretal's Town of Satisfacy Town of Carlos Town of C	Coy of Inageliah Coy of	City of Exemends. City of Cont. Ci
ciny of July acids They of Exemit City of Control City of	Gry of influence Gry of	Trons of Agrice Trons of Galactery Secretal's Trons of Galactery Trons	Cry of Panaghibi Cry of Panaghib Cry of Panagh	By of Exementic Charles of Exe
cay of July acids They of Execute City of Textical City of City of City of City City of City of City of City City of City of City of City of City of City City of	Gry of the Markets Ory of Stocks Ory of Stoc	Trons of Aprice Trons of Substanting Secretal's Trons of Substanting Secretal's Trons of Substanting Trons of Subs	cry of haughth cry of haughth cry of haughth cry cry of haught cry	By of Exementic Cheer's Country of Exementic Cheer's Country of Collabor Cheer's Cheer
ting of July acids They of Execute Up of Exe	Gry of the Markes Gry of Marke	Trees of Agree Trees of Galactery Secretal's Trees of Galactery Germals Trees of Galactery Trees of Galacter	Cry of Panaghibi Cry of Panaghib Cry of Panagh	thy of the mondal, the of the mondal, the of food in the control of the control o
ting of July acids They of Execute Up of Exe	Gry of influence Gry of	Trons of Agrice Trons of Galactery Secretals Trons of Galactery Trons	cry of haughth cry of haught cry of haught cry of haught cry cry of haught cry cry of first (fir) cry of haught cry cry of first (fir) cry of haught cry of	By of Exementic Cheer's Country of Exementic Cheer's Country of Collaboration Cheer's Country of Collaboration Cheer's Country of Collaboration Cheer's Country of Laboration Cheer's
ciny of July acids (the of Trabula)	Gry of the Market Gry of Marke	Trees of Aprice Trees of Selectory Secretal's Trees of Selectory Secretal's Trees of Selectory Secretal Trees of Selectory Tree	cry of haughth cry of	By of Exemends, the of Icea. Th
ciny of July acids They of Exemit City of Control City of	Gry of reflection Gry of reflecting on Gry of reflecting on Gry of reflecting on Gry of reflecting on Gry of reflecting	Trees of Agrice Trees of Control of Control Trees of Cont	ccy of householder cry of househ	By of Exemends. Earl Fides in the Control College of College Control Co
cay of July acids They of Execute City of Textical City of City of City of City City of City of City of City City of City of City of City City City of City City City of City	Gry of the Markets Only of States On	Trees of Agrice Trees of Selectory Secretal's Trees of Selectory Secretal's Trees of Selectory Trees of Sele	cry of haughts cry of haughts	By of Exemends. Earl Fides has been been been been been been been bee
ciny of July acids They of Exemit City of Ex	Gry of the Market Gry of Marke	Trees of Agree Trees of Galactery jecorals' Trees of Galactery Trees o	ccy of Panaghinh ccy of	thy of the mondal, the of the mondal, the of food in the country of the country o
ting of July acids They of Execute Up of Execute	Gry of the Market Gry of Marke	Trons of Agrice Trons of Galactery Secretals Trons of Galactery Trons	cey of haughth cey of haught c	By of Exementic Cheer's Country of Exementic Cheer's Country of Collands (by of Collands (b) o
cay of July acids They of Exemit Chey of Exe	Gry of influence Gry of	Trees of Agrice Trees of Selectory Secretal's Trees of Selectory Secretal Trees of Selectory Trees of Select	cry of haughts cry of haughts	By of Exemends. End of Scial Sciences Scial Sci
ciny of July acids They of Exemit City of Control City of	Gry of reflection Gry of refle	Trees of Agrice Trees of Galactery Secretal's Trees of Galactery Trees	ccy of head the Cry of head Cr	thy of the mondals, the of the mondals, the of ficials in the case of the case
ciny of July acids They of Essenh Chy of Sesenh	Gry of reflection Gry of refle	Trees of Agree Trees of Selectory Secretal's Trees of Selectory Secretal Trees of Selectory Trees of Selecto	ccy of haughth ccy of haught ccy of haughth ccy of haught	By of Exemends. Earl Fides has been been been been been been been bee
my of July acids They of Exemit City of Exem	Gry of reflectes Gry of index Gry of index Gry of index Gry of indexingon Gry of ind	Trees of Agree Trees of Selectory Secretal's Trees of Selectory Secretal Trees of Selectory Trees of Selecto	ccy of Inageliah ccy of	thy of the mondal, the of the mondal, the of food in the country of the country o
ciny of July acids They of Exemit City of Ex	Gry of the Market Gry of Marke	Trees of Agree Trees of Galactery Secretal's Trees of Galactery	ccy of haughth ccy of haught cry of haught cry of haught cry cry of haught cry cry of first (fit) cry of haught (first cry of haught cry of ha	By of Exementic Cheer of Exement
ciny of July acids They of Exembly Chee of Statesh Che	Gry of influence Gry of	Trees of Agrice Trees of Selectory Secretal's Trees of Selectory Secretal Trees of Selectory Trees of Select	cry of haughts cry of haughts	thy of the mondal, they of the mondal, they of the mondal, they of the thinks of the of the thinks of the of the thinks of thinks o
ciny of July acids They of Exemit City of Ex	Gry of the Market Gry of Marke	Trees of Agrice Trees of Selectory Secretal's Trees of Selectory Secretal Trees of Selectory Trees of Select	ccy of handless Cry of handles	thy of the mondair. But of ficial has been a first of the first of th
ciny of July acids They of Execute Chapter o	Gry of the Section of	Town of Sentence of Control of Co	cry of haughth cry of haught cry of haught cry of haught cry cry of real Cry c	By of Exementic Color of Exement
cay of July acids They of Exemb Chee of Exemp Ch	Gry of reflected Gry of black G	Trons of Agrice Trons of Substancy Secretals Trons of Substancy Trons of Substance Trons	cry of haughth cry of haught cry of haught cry of haught cry cry of real Cry c	By of Exementic Color of Exement
ciny of July acids They of Exemit City of Ex	Gry of the Market Gry of Marke	Trees of Agrice Trees of Substanting Secretally Trees of Substanting Secretally Trees of Substanting Trees of Subs	cey of haughts Cey of haughts	thy of the mondair. Early fines in the Control of the Control of
cay of July acids They of Exemb Chee of Exemp Ch	Gry of reflected Gry of black G	Trons of Agrice Trons of Substancy Secretals Trons of Substancy Trons of Substance Trons	cry of haughth cry of haught cry of haught cry of haught cry cry of real Cry c	By of Exementic Color of Exement

Wilho	City of Mr. Vergon	100 C1000	City of Well of the	City of Obsession
Waha City of Reviews	City of Ma. Vernon	Town of their points	Cichal Manjavas	City of Charges
City el McMiclé	Chyellystecrysk	Town of Herrishway	Chyof What Beants A	City of Cores
Chi of Hilly	City of Mystle Point	Town of history	City of West Haven City	City of Craville
Caleration	Cont of Makadama	Town of Hitom Head Stand	Characterist bandon	City of Organ
	Chy of Heritage Online Response	Tous of Heckin	City of Wint Fales	(Pg of Otheria
COM Matur	City of Harth Head	Town of Holy Isl	Cicy of White Yellicy City	City of Partite
City of Rockland	City of Hach Plake	Town of Hollywood	Car of Willard	ChyeSPainne
Cityelsupol	On all liefs for rise	Town of Hones Path	Cay of Micodani HES	Chyoffesta
On atsilme.	Clystina	Torra ol Irano	City of Woods Cress	City of Palmos
City of Sandpaini	Orref Californi	Tomothe	Toward Also	Circlinator
City of Shelley City of Shedrons	Oty of Outstidge	Torm Alieston	Yorked Alternat	Otrof Port Angels
CUA el Rengiscoge CIGA El Especiale	City of Centralia	Trin of Long labed	Torre of Albert	OrgoffentDichard
Cityal Soil Eprings	City of Grages City	Terret of Larry stoom. Tomes of Letters on	Toung/Amalga	City of Port Toursead
Chiefsbergraps	Circel Pables	Torret of Jeffenses	TombolAmetrial	Chy of Poulche
City of SL Relikoley	City of Psychology	Torres of Agathemitte	Term of Assimony	City of Promur City of Publisher
Cryst St. Challes	City of Philliams Us	Torre of Advisors	Towned Apple Valley	est of training
Chyefdiplet	Oly U Honks	Toron of Jungs / Eq.	Tom of actual	DM mg (Septich and seriorists show
Chyolitat	City of Publisheds	Toria of Berghau	Town of Bear Niver City	Dity of Rubster
City of Sults	City of Part Orland	You's of Mynah Wase	Your of Michaell Town of the Wester	Dig si Rapoord
CRAMINAN CH	ETYpiPortend	Years al Mogaline		Lity of Bedstored
Chyd Sw Y469	tity al Powers	Town of Lake Year	Toyot of Brukker Town of Arken Nov d	City of Renten
City of Yard bd	Dig of reality	Year of Larrar South Corolina	Tean of Brick Compositiv	City of Republic
COY of Tetadia	City of Princettle	Tours of laris	Elema of Contractific	City of Nickland
CRe a (Tray)	City of multiple C	Tons of Louiseless	Terna of Capita Valley	Dry of Marsheid
City of Torios (1984)	Org si Refrand	Provided Management	Term of Cultur Fort	Ph/ of Mondife
City of Lieura	Cirpl Inshport	Torre of Mide Merchalls	Tenen of Contectició	City of Book blace
Chyolyscian	Cres of Medical	Torre of Lockhart	Taking of Central Valley	Ory of Areily a
Chy of W4Recs	CHENTRALI	Const of District	Years of Circinstilla	Chiefany
CITY of live lype	CD: 01 Section of Seach	Total of Egypthesis	Tense of Charles	City को बेला है City
City of Westing	Cirjul Buyun River Cirjul Buyun River	Tonnal Magniffe	Terra of Cirrora	City of Suprements
City of Westell	CONTRACTOR	Team, of Miller	Total of Clareland	Diversities
City of Virtina	तानु अंध्या कार्या	Terms of Art Chillians Na	Young of Cartish	City of Sestala
City of Wester Sind	Chyolandy	Term of MeCuit.	Toxos Spild	Elity of Section Affording
Chy of Wilder	City of Scupping	Team of McCo-mids	Touned South City	ClydStift
City of Wheelvisher		Town all Magazit	Tomel Eugle Moretiff	City of Sopher
Higher Belongton Billed Braing University	City of Scenes Make	Texa of Morels Corps!	Town of Man	Cly of Stellag
Charle of bearings graps	CHY of Sa spile	Town of (4), P(restrat	Town of Bylagen	Dig of Shoreline
Colicts of Hymlora pares	[ity of I (a pea	Tome of Mentes	Tougal Burns	(Dig of Sectionalists
Entre a Little Technical College	City of Thinky Care	Torne of Merrittenion	Toront of Emery	Clay of Suppositule
Make Blyjsten of Professional Technical Education	City of Shoulded	Town of idichots	Town of Felificial	Citalinastate
Make State University	City of Stanyspeed	Tawa of Marty No.	Torry of French	City of Study Study City of Spokerse
Englishing State College	City of Africa	Town of Horas	Tour of Guides Chy	City of Sectors Viller
Rech Note College	diversivents	Town of Hersh	Tours of Genela	City of Sprague
finished of these	City of States	Turns of Horsey	Torres of Cifernista	City al Supraged
Edytation (X-S1)	chi oi Sodnike	Times of Clinia	Toyaal Glosseed Penn of Section	City of Statescapes
Edition (K.11) Aberbera School While No. 30	Oly display	Toots of Pacefirt	Pren el Sexten Even el itanizatio	CityofSubia
Arbon Elementary School Clubses HA-743	City of Springfield	Torro of Prepiared	Town of Hantstin Youn of Hulch	Chyol Sures
Avery School District	Ol/of St. Halens	Typh of Provide	Laker of Housea	Opoftune
Beals School (Kitalik) No. 72	City of St. Revi	TownedPalifix	Lond by Harejangs	Offrofismoystile
Beartake County School District No. 33	City of Starfield	Torin of Parileys telerii Torin of Pellon	Town of Hildred	Chyofitecana
Beardake priori District No. 23	City of Stayson	Toron of Police	Tens of Michig	Ordidu
Marchines Subsect District Ma. \$5	City of Swittenby	And all tempers	Town of Heiden	Divisi Turka
Marine County School (Marin) No. 89	Chi of Stranger	Tehnolfery	York of House	City of theten
Wild Joint School District No. 234	City of Bushedin	Torra of Part Royal	Train of Hustrille	Christolia
Desarry He Jaint School District No. 93	Elty of Surest Home City of Yakos	Tools of Prosperity	Toront of Jescyth	City of Processes
Boundary County School Charlet He, 201.	City at teach	Time of Regard	Toward Mincifus	Illy of Copperish
Bryrony Great View tolat School CERTEL	City of The Codes	Toma of Estadia	Tores of Europeantie	City of Extrado
Build Fator School District No. 472 Build County Joint School District No. 873	Chapites Fide Here	There of Make States	Torra of Europh	Dity of Telepont for
Wild Color State S	Crty of Tillampolic	Your of Hideland	Toronal tirgatus	City of UniverSup
Caldrell School Chirles No. 312 Careau Cauchy School Charlet He, 112	City of Talado	Town of Ridgestile	Torris el Kocharare	thy of University Here
Canthridge School Ohidel Canthridge School Ohidel Canthridge School Ohidel He. 423	gly of Transfele	Town of Histories	Yound Links	the sivider
remaining and work of the 200	giyəl hekin	Toron of fatal Matthews	Town offersa	ChyelVincerer
Carrie County Jaint School Clarks NA 194	क्षां अंगियां विकास	Yours of Seint Stephen	Toran of Cas	Chi of Whiteborg Chy of White Wells
Castleterd Julat School District No. 437	Deyofulikh	Town of Salam	Town of Marita	Chy of Waputa
Challe Joint School Object No. 181	City of Months	Yaras of Salloy	Town of Martin	City of Wapaca City of Wasdea
Clark County School District No. 161	City of Virlan	Totalistics	Torre of Marginale	Chi et Washaugut
Copyr & Alesta School (Usbriel No. 27)	Old sj. Olds	Tornellustre	Town of Mesdow	Chy of Wantches
COMPANION ISING SCHOOL DELVIS NO. 243	CIPY 6 (YA CO	Term of Screene	Tyun of Minaprille	City of West Michigan
Council School District No. 13	City of Veneto	Times of Feetrock blace	Turke of New Harmany Town of Newton	Chi al Wasteert
Address below Colonel District No. 745	CBY of Vernorike	Town of Sellers		City of Yell to Saleman
Districts School Dhalest No. 314	ad 4 Militar	Town of there's Town of the bills	Touri of Ophic Touri of Order Willia	Chy of Wirfsch
Counts independent School Statute (As. 22)	th of stylings	Tour of Inches	Tens of Pare Su	City of Whodfortlie
f Ver School Philrict Ho. 413	City of Systemation	LONY OF JUCKET	Taris al Paragossih	Cry of Woodland
This toleral Deleter Ho. 55	City of West Horn	Your of Security Kill Tense of South Company	Town of Particle Utoh	City of Yellots/Yeldow Creeky
Francis County School District No. 215	City of Well land	Term of Springship	Yanu gi Razarajate	Chy of Yeles
Francisco School District No. 378	City of Westler City of Weston	Take of St. Blocks	Tana al Referenci	City of Table
Guiden Valley School District	CEP OF VICTOR	Tana of St. Mathenys	Yews al Rocketta	packing shall die planting the hade water
Transfer Felel School District Ho. 282	gay of Waxaley gay of Waxaley	Town of Muchay	Telus of Racky Aldre	Grays Kirker Council of Coverandals
Glove Ferry Joint School Shirks No. 102 Gazafeg John School Shirks No. 10 E	City Whentie	Toward SubStrate Mand	Year of Bush Villey	Town of Alisto
GOODING SHARE SHARE SHE SHE	CM at Approprie	Toruz of Granuctum	Total of State	Tomas Beaux Arts Village
Grace Johns School Statutes No. 148	District Appendix of the property of the prope	Tend of Summerville	Teres of Scotistal	Yearl of Bucaris
Hagarusa John School District No. 23T Hagas Rehool District No. 41S	Dil ng gepangena Dil sa salamata	Term of Summit	Yomani Squal	Touch of Carbona do
Physical School States (1904 ALS Physical School District He. 305	ene al Parkets	Term of Strikies Beech	Total of Spring state	Youn of Cellamet
Rystand Febrical District Ma. 379 Remodule School District Ma. 379	City of Yamily	Term of Incores	Towned Steellen	Tean of Chile III
Hermodale School Extend No. 3 FF Hermother Bind School Charlet No. 7 J	Cital Koucige	Territol Timmsepille	Tarental Taguery Upp	Years of Odion
Horpeshing Blad School CityList Ha. 91 Ideko Felfy School CityList Ha. 91	Towned Bondaya	Town of Transpo	Town of Torrey	Town of Concornily
folding folly school according to be Independent School District of Bob e City	Towned Bulle Folls	Teteral Turboulds	Termed Caption	Youga of Constrato
ENGLANDER SCHOOL STAND STANDS HAVE SEE	Town of Carpon City	Terme! Utyper	Town all Trapic	Younel Online Ety
Jufferson County School Pinters No. 371. Hereuse Joins Richard Pintelet Ha. 261.	Tomolishesou	Town of Variedita	Town of United	Town 17 Coulce Darn
form School Pints Raille, 3	TOPE of Embyton	Toron of Wagters	TownofVerson	To im al Cooperific

	laka	Cregon Higher Education	Search Carestral	Urah I	Naphregae
- 7	Kamish School (Strukt No. 304	Histor Education	Texa et Work	Towned Viengard	Youne Desim
	Kallegy Jaint School Digulot 33)	Higher Education She Mountain Community College	Town of type s Proofs	Esward Virgin	Town of Custok
	Kendrick Infra School (Exprict No. 223	Canazal Caregon Community College	Town of Wyst Felser	Town of Water	Town of Derrington
	Emberly School Datrice His. 414	Chemicketa Convenienty College	Town of West Union	Town of Wallackie	Town of Extension
	Keeterul School District No. 374	Chilangs Commercial College	Town of Whitring	Worth Barlo Assed Honel Governments	Iownel Store City
	Eura Jains School District Ha. I	Cistage Community College			Towned Indicate
	Lait a Penni Octobile School Dustries Hax &4	Columbia Gorge Corporato y College	Town of system	Cologo of Entlem Utah	Town of Triated
	Jahrime Strang Estret Her 313	Testam Drigon University	Teas of Wyratoro	Davis Applied Technology Cology	Town of Factoring ton
	Legani School Ontrict No. 311	Elevate Commercial Coules trianing	Toes of Yearston	Date Age See Technology Callege	Town of Friday Harbor
	Lawlater Independent School Datnet No. 1	Lang Company College	Eghar Edonation	Daig State University	Town of Gartield
	Marcian School Dillrick No. 181	Lien-Berten Community Codese	Eghar Edoration Alten Technical College	Mountaining Applied Technology College	Termed Hamilton
		Nit. Hand Community College	Braufart Jasper Higher Education Commission	Rachy Magnetic University of Health Feelestions	Town of sturnsk
	Madigan School (PROVEN D. 371	Dregon Court Conveniently Codings	Carryal Carolina Technical Codyge	Salt (1) Comments Colors	Towns Histica
	Marsh Valley Islan School Dabiet He. 21	Oragen Department of Constructly Colleges and Workford Development	CS-STAR CONGRESS CORNER CORNER		Towns of Hunta Point
	Maraing Solat School (Satrict No. 163	Cheller Debaument in Francisco Anneller von Acustos of Describuous	District Description	Snow College	Townshinder
	McCall Donnelly (bird School Dutriet No. 47)	Oregon Haulth and Science University	Countril Cardina University	Sarpen Visk University	Town of socs
	Massaut Velley School District No. 11	Oregon buildule of Technology	College of Countestan	Totale Applied Technology College	Townsits Conver
	Melta School Orstrict No. 136	Oregon State University	Denny's Testrical College	Undate Basin Applied Technology College	
	Ardsteon School District Ho. 134	Gregon State University, Gregon Agricultural Experiment Status	Harmen Desireton Technical Codece	University of Utah	Town of Excresse
	Alloyade School District No. 433	Oregon University System	Francis Marian University	libriogramy of Leith Heapitals and Clinics	Town of Lamons
	Madala County Ishool Dateletho 131	Partiend Community College	Greenite Individual Calinga	Verb State University	Toenglisteb
	Mexicus School District No. 781	Facilitat State University	Harry-Groughtown Technical College	Heah System of Higher Education	Townstand
	Menutaln Home School District Ho. 193	Reed College	Lander University	Crash Variety Chalcus My	Jones of Phone
	Mourcain View School Dastrict No. 244	Roque Contrarity Callege	Welleck University to South Earthrea	Wither State University	Town of Malden
	Maken School Cutrict 192	Southern the gan University	Michards Technical College	Edwardon (E-12)	Town of Atacyteld
	Martergh force School Chatriot No. 118	Southern thream University Family Housing	Horbesters Technical College	Aprile School Distract	Town of Marris
	Names Christian Schools Inc.	Southwestern Cresco Community College	Overgeburg-Calhous Technical College	By tree Course School Belle (I	Towned Mercine
	Hampa School District No. 131	TiParapok pay Community College	Predmont Technical College	Box (Mer School District	Town of Michaed
	Kew Plymouth School District	Treasure Valley Community Codage	South Carelina State Board for Technical and Comprehensive Education	Cathe County School District	Town of Hather
	Has Perce Joing School District No. 302	Unapper Community College	South Corplica State University	Carryons School (Pistrica	Tpus of Hespelem
	North Gen School District No. L49	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Hartispart
	Natura School Circulat	Welking Creation Department	Spart arburg Constructly College	Course De La Familia Co Unah Head Start Profit Art School District	Town of Oxfordate
	Oneida Courty School Datrict No. 151	Marries IV. (3)	Technical College of the Lowersurvy	Daggett School (Fibria)	Town of Odenia
	Crofee lant School Dateful No. 171	Add School District 21	Du Codel	Davis School DUP et	Town of Pe III
	Parma School District No. 137	Addite School Civilia	Tri Courty Technical College	Duckeying County School District	Toes of Prescent
	Paymia School District No. 371	Altes School Ontrict No. 71	Trident Technical College	Every County School District	form of Reardan
	Flummer Wartey Joint School District No. 44	Antry School District 41	University of South Carolina	Freedom Preparatory Academy School (Espire	Town of Riverside
	Pocateto-Chibback School Craptet No. 25	Asses School Direkt 15	University of South Carolina, Ailan	Garlidi Course School District	Town of Rockford
	Post Fafa School District No. 273	Arkington School Clarket No. 3	University of South Carolina, Cipstyre	Grand County School Waters	town Koulo
	Political Biological Res 793	Arack School Cistrict Ho. 81	Withmahog Technical College	Grante School (Pierici	Town of Button
	Printen Joint School Dutrict No. 201	Additional School Citalist No. 5	Witthing University	Fars County School District	Town of Skylerish
	Printen lend School Onlinet No. 201 RichFeld School Onlinet No. 316	Authorid School Fishing	Task Treknical Codege	torday School (Strict)	Towns South Cle Elum
	Richerel School District No. 319 Xivin Torre School Cistrict No. 252	Autoria School Dunite Ho. 10	THE INCHAST CONEE	Scale School District	Town of South Prairie
		Achera Weston Ethad Dispirit No. 25 ²	Abbertle Co. wy School Dutrict	Kane County School District	Towned Spingle
	Rockland School Estivics Ho. 312	Baker School District No. 23			Found Seringtule
	Salmon Niver Inite School District No. 243	man diving and until	After County Public Schools	Logan City School Untrict	Town of St. John
	Salmon School Dustict No. 331	Bandon School (Sitalet	Alterdale Courty School District	Millard School Eustrict	
	Shelley School District No. 50	Banda School Couries Fig. 13	Anderum County School Datatos 1 and 1 Covers and Technology Strike	Margan School in Africa	Javan et 2142 Noom
	Dreshare toles School District No. 317	Berrertan School (Fibrict No. 43	Anderson School Gistrict No. 1	About seriend stead Start Program School physics Office	Town of Twisp
	Strake River School District	Bandila Rus Public Schools	Anderson Seriori District No. 1	Mustry City School District	Town of Unitarity
	Spda Springs Jules School District No. 130	Exthel School Oxylics Ha. 52	Andream School Detrict Ho. 3	Heba School Durated	Town of Washingera
	South Lemis School Classics Ha. 257	Bathy School District	Anderson School District Hy. 4	Harth Sampete County School Restlet	Town of Waterville
	SL Maries Joint School Datrict Ha. 41	Bitching Chinese States 20	Andreson School Charles No. 5	North Sarpete School District	Term of Vizverly
	Sugar Salem Joint Catrict Ho. 312	Brookings (surbor School Obstrict	Bamberg School District Ho. 3	Horth Surryit School Cratrica	Torn of Wilbur
	Sarun Victory Elementary School District No. 33	Carros Valley School District	Bamberg School District No. 2	Ogdes Day School District	Town of Wilderson
	Seran Valley School Dataset No. 92	Camby School District No. 84	Barrowe's Sebarah District Han 45	Park City School District	Town of Wilson Creek
	Yelan Courty School District No. 401	Caucade School District No. 5	Sexulon County School District	Fixts County Scholal District	Towned Westerp
	Three Greek Joses School Expirit No. 416	Contracts School O'strict No. 223	Activity County School District	Francicky School Wishict	fown of Woodsty
	Tray School Exterior No. 287	Central Curry School District No. L	Brachville-Hiller Public Schools	Rich Courty School District	Town of Yatrait
	Twin Falls School District (44, 41)	Certain Uni School District	Calhous County School District	Nich School District	Town of Yattow Point
	Valley School Eastrip No. 262	Consual Paint School District Na. 6	Charleston County School District	Rural Utual Child Development Head Stone Program School Ontoint Office	Nigher Edveration
	ValTona School District No. 139	Control School District No. 132	Charakes County School Dutrics	Safetalia City Salved Dutrict	Bries Technical College
	(11 4 profit leads when paint)	Clarkamas (Awatter Service Dalrict	Chaster Councy School District	San hum School D'Hrist	Ballering Community College
	Visitare School Cistrict No. 193	Carolania Sabadi Chimiet Ha Bi	Chestarfield County School Watelet	Sovier School Citation	Relimphans Technical College
	Writer School District No. 431	Colum School District Ho. 53	Clarendon County School District No. 1	South Sarpele School District	Fig Bend Cammunity Callege
	Wordell School Outplot No. 231	Columbia Gorge Education Service Despitet	Ultranden County School District No. 1	Seven Surveys School Digaret	Cascado Community Caringe
	West Rower County School District (eg. 8)	Commiss School District No. 753	Clarendon Country School District No. 3	Sur Head Sten Program School Willrick	Contral Washington University
	West Jefferson School Outsist Ha. 11.1	Coon Say School District No. 9	Clover School & strict No. 3	Thomas Edison Chanser Schools	Contralla Cellego
	West Side School Dalvid No. 101	Compiler School Charics No. II	Colleton Countr School Oistrict	Tiests School Disads	Quà Callere
	Whitepine Joint School District No. 288	Contest School District No. 15	Country Country School District	Tacole County School District	Claver Park Technical CoTego
	WARM School Shipted No. 123	Conglis School District No. 5063	Dalin R.Y School Datains	Marsh School Dispirit	Calumbia Basin Caramosty Ealinge
	edá Társia	Core School Patrict No. 15	Differ County School District No. 1	Wassith County School Estrict	Community Calleges of Scokere
21	Add County Emergency Medical Services (Signat	Grane Elementary School District	Dillon County School District Ho. 3	Washington County School District	Estien Washington Driversity
	Ada County Highway Datrict	Cremet School District Ha. 40	Dillon County School District No. 3	Winner Country School District	Edmonds Community College
	Adams County Recrettion District	Crack County School Datriet	Ottos County School Datrict No. 4	Weber School Clupics	Everett Conversity College
	Absahka Water and Fower District	Cross-Applicationance School District Fox 65		Local di Circulat	Evergreen Stata College
	Albicon Highway District	Culture School District No. 4	Dernheiter School District No. 2	Ash Greek Special Service Diamos	Grays Haiber College
	Address to the second of the second second	Dallas School District No. 2	Dorobester School District No. 4	Ashing Velley Wester and Somer Improvement District	Green Kiver Constrainty College
	Alpine Meadows Water and Sewer District	Drief School Orland Ha 40	EdgeRald Council Schools	Prigrap 441-64 William proses publication to finish outside	Highine Community College
	Arracican fully free tiltery IX (tric)	Daytan School District Na.	Fairfield County School District	Sear Lake Special Service Ordrict	Late Withington Institute of Technology
	American Fails Housing Authority	Ontile School District No. 181	First ets County School District Revenue County School District Ha. 1	Sear have appropriate Various Control	Linear Columbia Calletia
	Attanta Highery Dustrial		territor Latery Street Dates No. 1	Sear Bires Wyster Conservancy Citation	tower Columbia College horthwest Indian College
	Avery Water and Sever (Satrict	Desigles County School District Desigles County School District No. 4	Florence County School District No. 2 Florence County School District No. 3	Bonchiand Water (Male) Boncon Colonary Water Improvement Cultics	District College
	Avordale Intestion District	SPECIFIC CHEST SECOND CHEST No. 4	HOPERCE LOLERY MODEL BY MICH. 1		Series of the series
	Reporters Water and Sewer Classics	Douglas Education Service Direkt	Porence County School District Ho. 4	Berra Vista Water Improvement Casales	Personal a College
	Bear Lake County Library District	Defer School Darnet Ho. 19	Foreses County School District No. 5	Cache Mesquira Abatomera District	Rerse College
	Bench Sewer Wileics	Eagle Point School District No. 9	PL NAT School (State) No. 4	Casha Valley Francii Destrict	Ranton Yechescal College
	Seneral County Frest Library District	Educations on thick No. 5	Greegerown Course School District	Carryonianda Hearth Care Special Service District	Scattle Community Colleges District VI
		Figin School Ontrict	Greenville County School District	Carbon County Housing Authority	Poreine Community College
	Eg Carpon Fire District		Greenwood School District No. 50	Carbon County Adulf Opal Building Authority	Stage Valley College
	Blaine County Housing Authority	Ulton School Enteret No. 14	ON A ELEMOND SCHOOL PRINCIPLE LINE OF		
	Maine County Housing Authoray Blaine County Recreation Utierics	Extermise School Citation No. 21	Greenwood School District No. 52	Carbon County Refrestion Transportation Special Service District	South Ruget Sound Community College
	Blaine County Housing Authority Blaine County Recreation District Bins fire Dubles	Exterpola School District No. 21 External School District No. 105	Greenwood School District No. 52 Hampion County School District No. 1	Carbon Water Conference District	Tacoma Community College
	Blaine County Housing Authority Blaine County Recreation District Bins fire Dubles	Exterpolae School District No. 21 Externata School District No. 105 Evgune School District No. 40	Greenwood School District No. 52 Hampion County School District No. 1 Hampion School District No. 1	Carbon Wales Construency District Cantle Valley Special Service District	Tacoma Community College University of Weshington
	Blaine County Housing Authorary Blaine County Recrestion District Base Fire Octobe Base Bush Library Outsitt Base Ottylda County Housing Authority	Enterprise School Chicket No. 25 Enterprise School Chicket No. 105 Engene School District No. 41 Fails Gire School District No. 41	Greenwood School Gistrick No. 52 Himpites County School Districk No. 1 Himpites School Gistrick No. 1 Himpites School Gistrick No. 1 History County Schools	Carbon Wales Construency District Cante Valley Special Service District Cedia: Gay Housing Actionly	Tacoma Community College University of Weshington Walls Walla Community College
	Bline Courty Hossing Authorsy Bline County Recreation District Bury Fire Duble Bury Basks Library Dutrict Bury Coy/Ada County Hossing Authority Bury Coy/Ada County Hossing Bury Evry Bury Lation District	Exterplas School Chinick No. 15 Exterplas School Chinick No. 105 Expens School District No. 10 Fails City School District Fails City School District No. 289	Greenwood school Strikt No. 52 Herryton County School Strikt No. 1 Harryton School Strikt No. 1 Harry County School Laper County School Dairiet	Carbon Water Constructory District Carton Valley Special Service District Cedus City Housing Activativy Cedus Housels File Principles District	Jacona Community College University of Washington Water Walls Community College White State Manks for Community and Jectrical Edinger White State Manks for Community and Jectrical Edinger
	Maine Courty Housing Authorary Maine Courty Recreation Diserts Mark The Dablish Mark The Dablish Mark The Maines Maines Mark The Maines Maines Mark The Maines Maine	Exterption School Direct No. 21 Director School Content No. 105 Forth Edge Direct No. 41 Forth Entry School Rest No. 41 Forth Entry School Rest No. 42 Forth Edge School Direct No. 20 Forth Entry School Direct No. 20 Forth Entry School Direct	Greenwood School District No. 52 Hompies County School District No. 1 Hompies County School District No. 1 Hompies County School District Larger County School District Larger County School District Lond of la Hear School District	Carbon Wales Construency District Cante Valley Special Service District Cedia: Gay Housing Actionly	Jacons Community College University of Washington Wast Willia Community College Whicheston State Board for Community and Yesterical Edinges
	Blaine County Housing Authorary Blaine County Recrestion District Base Fire Octobe Base Bush Library Outsitt Base Ottylda County Housing Authority	Exterplas School Chinick No. 15 Exterplas School Chinick No. 105 Expens School District No. 10 Fails City School District Fails City School District No. 289	Greenwood school Strikt No. 52 Herryton County School Strikt No. 1 Harryton School Strikt No. 1 Harry County School Laper County School Dairiet	Carbon Water Constructory District Carton Valley Special Service District Cedus City Housing Activativy Cedus Housels File Principles District	Jacona Community College University of Washington Water Walls Community College White State Manks for Community and Jectrical Edinger White State Manks for Community and Jectrical Edinger

Page 5 of 14

The property of the property o

Monitorial district for chiefs

Western Adapter user facts that for the chief of th

Control of the Contro

Special Carellord
from Carellor Department of Astronom
from Carellor Operations and Astronom
from Carellor Operation and Astronom
from Carellor Operation
from Carellor Operation
from Carellor
from Ca

Pytholispines
Compile, Spines
Compile

endix B

A for each of the second of th

Appendir B Page 10 of 14

Henrid Males Company Symphosis Up Man Manager Males Manager Males Manager Males Manager Manage

Land Windowsky with a Wader's

Live of the Windowsky with a Sower Grand Live of the Windowsky with a Sower Grand Live of Live

Appendix B Fage 31 of 14

Print Company of the Company of the

Appendix B Page 32 of 18

Hwit

fabra Compan South Carettea

Southern Schreich Comply Fach Linguist (Schlause)

Southern Schlause)

Southern Schlau

Appendix 8 Page 13 of 14

Humst

High Great South Cerulina land

While beauth significant clocked
While land he special content of the special content of th

Apaendiz B



Page 1 of 2

mod of source
mod of source
mod of source
of description
mod of source
m

sick, begin brinding Basis Consultina the Basis Basis College of the Consultina the Basis Basis College of the Basis B

County

Total County

Bacoderia County

Bacoderia County

Bacoderia County

Bacoderia County

Back provide County

Back County

B

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. 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 (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

- a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)	Initials of Authorized Representative
Vendor agrees to comply with federal, state, and local le further acknowledged that Vendor certifies compliance above.	aws, rules, regulations and ordinances, as applicable. It is with provisions, laws, acts, regulations, etc. as noted
This certification shall be effective through the term of t	the Vendor's Sourcewell awarded contract.
Vendor:	
Contract number:	
Category:	
Maturity date:	
Address:	
City, state, zip code:	
Phone number:	
Printed name and title of authorized representative:	
Signature of authorized representative:	
Date:	

ADDENDUM ONE (1)

to that certain



Issued by
Sourcewell ™ (Formerly NJPA)
for the procurement of



HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Consider the following to be part of the above-titled RFP: Appendices B, C and D.

Appendices B, C and D, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.

COMPANY NAME:		
SIGNATURE:		
DATE:		
Please include this sign	gned Addendum with your RFP response.	



HI, ID, OR, SC, UT, WA	***	oran.	South Corolina	trá .	Wathington
rui.	ld the Creaty	Car arts	Covety	County	
nad Comy	Ad Court	Billin County	Alberta County	Eszest County	ASSETS COUNTY
al Courty	Adums Covilly	Scritch County	Alten County	Box Edit County	ALIEN COUNTY STATES COUNTY
i County	Samuck County	Carried Gregor has governmented Council	Allordale Country	Carbon County Carbon County	Europe Const.
klaskly	Bear lake County	Cinkamas County	Anderson County	Carbon County English County	Claim County
y and County of Honolida	Benewah County	Clausiamas County Service Biothet No. 1	Stabox Courts	Dup Cont.	Clark County
(Education	Enfylial Consts	Cistop County	Handa Courts Handa Courts	Deferre County	Cohombile County
scrit Community College	Blaire County	Estarble County	Athler Court	Duchesne County Special Service District No. 2	Carella County
ndulu Community College	Baise County	Cook County Cook County	Chen Court	Franciscotte	pages Cover
anska kant	Romer County Barrandle County	Charlest	Cattable Regional Courses of Governments	Five County Association of Construction	fart County
ventty of Henry Research Corporation	Postin Court	turinate Louisy	Central Africancia Councial Governments	Gertield Courty	Profit Courty
rdurerd Comercially Callege (day (C-13)	Buttle County	Googlas Cauray	Charles County	Grand County	Garfield County
ulari Schools	Care County	Gillern County	Chercise County	hon County	Grecany
retrametra Selvadi	Caspon County	Grant County	Christ Earty	hab Cours	Grays Harbor County
	Caribou County	Harrey County	cherker Bedd County	King County	Mard County
A District oral Community Development Authority	Cassis Courty	Hood Five County	Clarandon County	Natural County	Jufferson County King County
call Public Housing Authority	Clark County	Judison County	Colleton County	Hargan County	King County Directors' Australiation
nii faurium Authority	Clearwater County	Jefferson County	Anguit ov Const	prote County	Kins Courty
of Lis Authority for Replie Transportation	Centar Courty	les existe County	Piles Courty	Rich Courty Suit Lake County	ISTRALI COURTY
William I tensil in protestative and Authority	Elevere County	point of Courty	Earthaiter County Edulfold County	SAT LATE COUNTY SAT FUSA COUNTY	ISTAILS COURS
	Friedlin Courty	Lake County Lane County of Gouge Areas	Lings Cornel	Estpela County	Lovis County
rad Department of Accounting and General Service	Fremant Columby	Fire Committee on	Herera County	Spiler County	Uncala County
rail Department of Forunce and Administration	GIM County	Filesty County	Ecolistani Court	Surrent County	Listan County
rad Department of Health	Gooding County	Divi Cornels	Bretmile County	Totale Courty	Charchar Compl
ant Explorer series Helds for this Trust find	Matha County Idituron County	Malhour County	Citerated County	Victor Carry	Partic County
en a Magalah Sepanjera Cempera aktora La Offica era	Jerane County	Att Fin Count	Nampion County	Usin Coursy	Hard Oracle County
a di (divi)	Total Francy	Million County Housing Authority	Herry Dearly	With Courty	Pjercis Coursey
	Latah County	Milestoni County	Japan County	With pington County	5,4 Jam County
	Lerbi Courily	Halinemah County	X D1 year Const.	Wayne County	51 tg't County
	Levis County	Polit County	Lancarier County	Writer County	the training County Section is the County
	Lincoln County	Sharman Courty	Liveran County	Musicipality	Parasis Const.
	Madison County	tillament Chartes	(mCove)	Cart of Pains City Lity of Pains City	Substitution Course
	Makidoka Carrity	Unated County	Leirgton County	Citing Yuriquin Lay	Thurston County
	Het Force County	Uelan Courty	Lever Savarrah Council of Governments	Citing years Citing wellotte last	Thurston Regional Flateling Council
	Oneids County	Wallang Courty	Marion County Mulbero County	Color grand	yeard to the County
	Daybee County	Wester County	French Count	Grid Sentr	yeals We'ts County
	Payette County	Washington County	Strapella Const.	Cucy standard	Whateon County
	Favor County	Wheeler County Yushi's County	District County	Glad Suffix e	White an County
	Stanhane Cowly		Catalignal Const.	City of Boursiful	Yekima County
	Teran Courts Twin falls Courty	Montries Sty City of Adria Village	Aphera Courty	Gir of Brigham	Yathra County Public Services
	Valley County	Chic yalin	Actilend County	City of Caste Dale	Yalima Valley Confedence of Governments
	Wattington County	City of Affices	Splice Course	City of Cedar City	Menkipality
			Spartanburg County	City of Codu Hills	City of Aberdeen
	City of Abusel on	Civid Allertan	Surder Genery	Ony of Certerville	City of Almery Heights
	City of Albiort	GNOWNER	Union County	City of Clearfield	Citing William
	Chap of American Fe's	Cuted Attends	Williamsburg County	Dit of Clean	City of Anacones
	City of America	City of Athera	ARI CUMA	Ony of Costydie	Gird Attention
	Carolivas	City of Assert ##	Aturiristity	City of Calerado City	City of Assoria City of Asbura
	City of Artera	Glidlans	City of Alabanite	Cay of Corione Cay	Off of Balabade lyard
	City of Author	Englisher City	Citral Allan	Gri of Cattorwood He glats	Car of Battle Grand
	City of Athat	City of Bandson	Gry of Anderson	Car of Dates	Cit of Bellevic
	City of Alom's City	City of Banks	Gry of Extranet Care of Seauters	City purpose	Oli by gallerian
	City of daner of 1	City of Bay Dity	City of Belgion	Cot of Ent Carbon	City and Bermany City
	Cay of Bedavet	City of Setrorion City of Send	Cay of Benton	Cor of El Kates	Diry of Birges
	CtyclBischiscs	CITY OF SAME	Citi of grypwings	Ort of Care	Crist Start Darrord
	City of Sina	City of Boardman City of Brookleys	Cit, cg Cristqui	City of Essech	City of States
	City of Electricagion	City of provided to the city of the city o	CitalCites	Gly of Enterprise	Emplementate
	Crystau	Other Printers	City of Charleston	Cay of Calerany	City of Scale 8
	City of Bonnet's Ferry	Ch of Civily	Cit of Chence	Cort of Escaluate	Cital granting
	City of Nordi City of North	tin of Commission	Cay of Chemer	City of Euralia	Cit of Market
	Cry of Burley	Gry of Canyon(Ge	Cay of Dermon	Giroffaintew	Cittal Bridgipers
	Cay of Caldrel [®]	City of Carlier	City of Chatge	Gty of Fermington	Orr of Brief
	Cry of Cambridge	Un of Concide Locks	City of Calumbia	City of Fast West	Citt of Buckley
	City of Carry	Coved Cove handlers	City of Conway	Card Forum	Carrol Burlen
	Coy of Canadil	City of Control Point	City of Backletton	Cay of Filmore	City of Buritogram
	Cryof Carteland	City of Chicagon	City of Desmit	Cay of Fountain Green	City of Carret
	City of Challes	City of Chapteria	City of Octon	City of Fruit Heights	Gif el Carration
	City of Chabback	OhistCobus	Ceyelluley	Gry of Garland	Gird Cashnete
	City of Canton	Concil Columbia Con	City of Horetza	Cay of Grantsville	GH of Caude Rock
	City of Eithan	City of Condon	Ord fally fasts	City of Green Root	Citt of Central 2
	City of Coops of Allena	City of Coas Say	Cry of Forest Asses	City of Guerrises	CH of Chelosts
	City of Council	City of Coqualle	City of Fountain Iron	City of Hamiltonia	Cit of Chelan
	City of Carigment	City of Cornellus	City of Gulffray	City of Heber City	Gif of Chestry Col of Chestria
	Day of Growth	City of Convents	City of Green town	Cast of Hickory City	

Miko	Create Crange Store	Solvita Carolina	Oystiiqiinis	William
City of Culdenzi	On the College Good	Oct of Goess Creek	Calyactications	City of Clinician
City of Guida Guidate	ChyclCire	City of Orners/IIIs	Clival Hubbard	
Chy of Dayton	City of Cresarit	City of Cresowood	Gry ad Build als.	Chry of Chyde Hitz
Cityal Deary	Call of Crack	City of Green	City of Helizalny	Del el Collec
Chy of Ole Lifeh	COVA COM	Chyellomken	City al Honoyville	City of College 15 ace
Chy al Downelly	Ciyal Cunustus	City of Hardwelle	City of Piccoper	Chy of Cohille Chy of Cornell
City of Dover	City of Dayton	Catyod Hartedile	City al literatroples	Control of Control of Fr
Ohy of Downey	CRY of Curyolia	Olyafteran	City of Havnikson	CAS at Consulation
City of Orlean	Digof Depository	City of help of Julius	Cop al Hyderark	City of Confrigues Dity of Deveryout
City of Dubrie	City of Delivery	City al Johnsonille	City of Hyrum	Cid al goline Oct at octavious
City of Pagie	City of Departs	the alists the	Chief trans	City of Days Pade
Ciyelton	City of Deals	Elty of Executar	City of Hames	City of Dait Malana
City of Six Sires	City of Dundes	Dig el Lindows	City of Famels	City of Durant
Oxyel formatt	City of Cluses City	City of Liprose City of Unjudy	Chrofitsynthe	City David
City of Robillott	Cityal Dallem	Colingraphy	toy of in Value	CRY of Cost Menacipos
Day of Ferrit Sale Village	ERy of Engle Point	trigotionis	Chyallaytes	Carlot Assembly
City of Filter	Lityal Echo	City of Marring	Cay of Lets	City of Edgewood City of Edgewoods
Cityofficts	City of Eligin	Categrame	City of Levision	City all Desirate City
City of Franklis	City of Entropolis	Cirjal Medica	City of Modern	City of Effectives
City of Ecultique	CayofBlacide	Chy al Madina	Chyallopin	City of Circle (April
City of Gurden City	City of Eugene	City of Adjoint Beech	Chyof Mint	City of Collet
City of Generate	Chy et Dicher	City of Most Education	City of Abrillation City of Manifold-Patentific	City of Lauvelan
City of George town	Chyelfellsthy	Cry of Herefore	Chi of Hendon	Diyel Gloria
City of Glesson Ferry	City of Alerence	Coy of Marile Populate	CoyorActingon	Clay of Events
Chy of Gooding	City of Ferent Greave	City of Hearth Charleston	City of Milesola City of Milesola	Gig of Everson
Chi di Grate	Chyoldwal	City of Horse Myrtle Seath	Child legan	City of Facility Way
City of Grand Man	City of Gartletin	Chyel Grangehing	Cital Market	Caral Carable
City of Ready-We	Chysferion	City of Fidura City of Rack HT	Chia Nath	Ovelile
City of Groupins	City of Grien	nd arteletial	Cital Worls	thy of the Oppositions
City of Hagerran	City of Oreston	City of Senants	City of Manage	Chy of Fachs
CRY of Helloy	Clay of Guyels	City of three sants	CEST OF MATERIAL	Ching person
Chrysi Hannes	Dieg all Chaletterst.	Chat barranes	CBV of iAngus	City of Gig Harboy
ChyelHardiso	Chy of Glandule	Ocy of turner Cry of Tage Cry	CENTRAL MARKAN	tier of Gold to
Dayaffinyaba	Chy of Gold Beach	City of Togo City City of Transfers Rest	Dig of ML Picatesh City	Circul Schiles-bile
Elity of 14 stellton	Chielosysm	City of Union	City of Manay	Oty of frame Couled
Extract Hisphian	Chyol Granti Part	City of Children	thy of the land	Chy of Grand-less
CRY of Helithor	City of Strangers	City of Walts/born	City of Hospital	Otycleranger
City of Homedale	Chyol Erphan	COS DA MANICACIONA	City of MayAl	Chroldenila Falls.
City of Hope	Chieffinen	Ciej al West Odiumbia Ciej al West Odiumbia	City at lability	Chyol Keminghan
Chy of Herseshood mod	Chyoffishery Chyoffishery	City of Britishador	City al Merch Logica	COr of Monday
City of Huellor	CEYOTHINEY	Chia mithialta	Dry of North Option	City of Person
Oyellistedly	Chi affiappi Valley Chy afficultiburg	Chyelred	City of Horst Sale Lake	Otrofitstensk
City of Micha Polite	Chatter	Town of Allendale	City of Cubbry	Chyellablyny
Chica paper	Chyof Hagorer	Town of Anticon	(Zyal Dpins	Cityolkakera
City of blied tack	City of Indignal	Town of Assault Leach	COLUMNATO	(Ry of Leka
City of Itrome	CIST AL HERY FILE	Term of Assembles	Chrys Cream	CityofFermore
City of Julisetta City of Kentish	Physiolical	Total of Ayror	Copal Prayerch	Dry of Ferencials.
Eky of Keling	CITY AT TOWN TO A SEC.	Town of Balantury Lorrella	Expel Full City	Dig of Cont
Cler of Senderce	CRysittAlard	Tors of Referre	CRYSTRIONS	Objetedialist
City of Exterior	City of Hundryson	To an el Muclubura	City of Payson	City of Killand
City of Ecobooly	City of Marke	Topo of Machille	Chysicany	City of Editor
City of Kooship	City of tarbiar	The tern of Microfishina	the strike the	tal ay to free
(TOY OF BUM	Chi al Independence	Terns al Shift or	City of Plantact Grove	Chyaftecny
(Strategy)	City of kriton	Town of Blylinwood	they of Piersank Year	Chymliaks forest field. Chymliaks Sprens
City of Lava Het Springs	city of bland this	Tana ti karanya	Chyolinks	City of late separat
City of Landston	City of Justine 1994	fews of Seasofholia	CDy of Franklisters	Uty of langing
Charletenhan	Chyol Jefferson	Town of Scientific Screen	Chrofitoro	Chichtennete
City of Maked City	City of John Day	Town of Economic	CRy of Rickfield	Chiellienting
CRY of Marshre	(17) of Johnson (17)	Tores of Colleges Falls	City of Ekkanani City of New Helphia	thy of Lang Seach
City of McCell	City of Jestify	Town of Conseron	City of XX works	Chyoflorgeiser
Chy of McComman	City of hardless thy	Tores of Compositella	City of Streeton	Glyofigares
City of Me(ls)	City of Ration	Toron of Contral	Cityol Rossevit	City of Lyanusod
City of Menson	Diversity Div	Yerra et Chapta Youn et Charave	City of No.	City of Mahinn
City of Markidan	CHE SERENAL FEIR	Town of Charterfield	Chyof Salem	City of Marie Valley
City of Scientists	City of La Remote	Form of Clie	City of Salina	Chr of Macrodite
City of Sibivale	City of La Fron	Town of Che	Civelishbiette	City of Maryoride Ony of Malicona
City of Mescorr	Cup of iningua	Town of College of A	Chrafsinir	City of McCleary
City of Meuntain House	CRY of Lake Chouses	Town of County earls Town of Count	City of Saring	Oty of Mercal Lake
City of Mellan	City of Laboration	TOWN OF COMMIX Town of Company	Gly of Santa pile	City of Medica
the of Marriell	City of United States	Town of Danach	City of Saranaya Springs	CDV of Narroy Island
City of Kraige	Chagronecy Charleston	Tour of Decide	City of Leyfth Beld City	Chraiting.
City of three kinadyes	Clienter	Town of One West	Chrof South Indon	the diMAC+rds
City of Here Phytometh.	City of Local	Towned Dynam	CHVol/South Finden	DirofAlkin
City of New Fee	City of Lyons	Town of Entires	Day of South Salk Lake City	Chr of Norson
City of Nexporce	City of his dest	Tours of Prigodicki	Gly of South Weber	Chyal Monuses
City of Notice City of Orother	Gly of Malle	Years of Editor Beach	Liry of Spoulch Fack	Oly of Medica
City of Oxforms City of Oxform	Giyo Mawalta	Trient Chelunds	City of Sacing CIV	City of Moses Ealize
Lity of USBATA	City of Maryles	Town of Figin	City of Seriesville	Olyaf Monyrock
Chyoffsther	City of Edit Marrida	Form of Effects	City of \$1. Greage	City of Monostleta Tetrane
ChyelPatria	Physical standard	Form of Eurit	City of Suremalde	thy of Mouse
Cited Paul	City of Modical City of Modical	Zoon of Entracitie	ERY of Suresi	CIN MAR Varies
City of Argella One of Horse	City of MATCHY	Town of Fairfux	CEA SQ 24 CHARAS	City of NAAtikaa
Cut of Muspins	LIGHT WINDOWS	Toward Pt. 698	City of Taylor reife	City of Hay miles
City of Photomer	City of Milest-Transcent	Thursd Purpus	Cliy of Tocale	Oty of New castle
City of Postalia	City of Milmerable	Town of Gerica	City of Tocale Exty of Tocalen Size	Clay of Hexport
City of Provious	City of Abdalla	Texas of Office	City of Fremonian	City of Novince is
City of Post Talk	Class all Aladescentia	Tenno (Oliber	City of Fronte	the of Hormandy Park
City of Post Falls City of Fatlands	City of Newson	Tenni di Gener	City of Utotals	City of Horsh Bead
Chryst Fallsky	City of Intersection	Tours of Gray Court	City of Vertual	City of Hordy Sonnersie
Otype freshed	City of blocs	Towned Ocean Fulls	City #1 W/s Mineton	City of Date Harbor
Cuth as graphynain Cuth as dareth math.	City of Moder	Tourist Opportunity	City of V/sikington Terra CA	thy of Outside
City of Residents	City of Mr. Avgel	Yours of Furnition	City of Wellington	City of Octom Shares

		SAMPLE SAME	MAR.	
City of Emblyon	Co tang Ching of the Person Thy of bugston Cret Cores by the Core	Total altinopy (40	City of Wellstelle	City of Champia City of Champia
City of AkMidd	My altipele Creek	Toma of Health Springs	City of Wheelpret	Cirky (Parif Cirky (Parif
Chrysle Marky	Cirpal Mynde Point	Jennel Kiningsty	City of Visit Bountle	Chrol Croffs
				Chysi Cring
Chraftola	City of Resident	Termol Milion Reselvated	City of West False City of West False	Ching Colors
Chay of Acherics	try of Renjerk	Town of Hadget	Old of Mari Angel Cold.	Cly of Funds
ERy of Rockland	Div of Horse Hond	Town of Hally Mill Town of Hallyword	City of Walter &	City of Patency
Chy of Report	City of Reach Plake	Town of Roses Fath	City of Watch militife	Oby of Pasco
City of Suitmon	City of Hards Provider	Tom of kno	City of Woods Cross	Otoral Paleras
City of Sendocks.	City of Hysia	town of tree	Egypt of Alta	City of Pages as
City of Medicy	tirý af Cohlága Criy af Cohlága	Yeard all facts pad	Toma of Attenuat	Oly 14 Port Engels
Cayolahahasa	देश की Decisio	Your of James inhead	Trave of Chos	Otral Port Gridwid
City of Smelter/NSA City of Sorie Springs	City of City II City	Tors of James 1999.	Yours of America	City of Port Years sond
Ching Shintips Ching most should	City of the list	Tenn of Juliuses	Town of Associatio	Eld 41 Jackpa
City of St. Anthony	Chi of faritim	There of Justina Re	Town of Anthonys	Clq of Frank?
City of St. Charles	Chicketony	Years of Johnston	Towns of Applie Valley	Dig of hullman
ChyelStanley	Object Handle	Tours of James (To	There of Balland	City of Porphies
Chydronia y	Chy of Phys Jack	Territor Korshaw	Years of Star Blant City	City of Challery
Chy of Shire Chy of Shire	Oty of Part Orland	Yours of Kingah Ward	Yeart of Birthnat	taif of trainier
Chy of Fugur City	Ckv of Portanii	Town of Kingstere	Turney of Big Y-back	Chiefranad
thy of Sun Volley	Or of New I	Toma of take Year	Toug of south	Cly of Berlanad
CrystTimed	Oly of Problet Oly	Tourist Lamp Scotts Carolina	Toront Sales Hard	Cit of Reviews Cits of Associate
City of ference	City of Principle	Torquelism	Tours of Bayca Couped Oby	Circle Mariner
Che of ther	City of Ruledon	Tome of Latte		Chicagos and the chicag
City of Infa falls	City of Reducted	Townsfiedesin	Tours of Castle Villey Tours of Castle Fort	City of Norths
City al Dron	City of Rendorant	There of Lincoln Me	Town of Constraint	Chi aj yang pipung
Ely of Victor	City of McMand	Town of Little Merchain	There of Controlling	City of Rapin
Cry of Walke	City of Neife	Text of Locaback	Toka W Contra vasor	Challed
City of Whitpe	Oly of Buckeyery Banch	Thurs of Lynten Thurs of Lynthioly	Tenne of Christian	City of Royal City
City of Wisher	Chy of Reque River	Trus of three of the	Yang al Cineras	City of Statements is
ChytiVardel	Digal faceling	Trus of bickes	Yours of Electrians	City of Statist
CityelYesten	Elty of Rukus Elty of Ephon	Young the Zell Ankle	Tourned Countries	Claral Southing
Chy of Visite 86 d Chy of Visiter	Chi of Book	Torse of McColl	Torret of Daniel	Chyel Suira-Vitalies
CLPA BL/ANY PORFEC.	Cità nj pestitore	Your of Alexandrick	Your of Dewardite	Cityof Selek
CIP IN STANDARD	Chalter	Types of Magget 1	From of Ergin Mountain	Citral Secular
Micher Edreiten	Chy of Scotts Malfa	Town of Mends Corner	Twen & Flant	City of Shelton
College of Josepher, Market	City of Security	Torquel Mr. Plessant	Twon of Palsore	Otroliborine
College of White Making	Way of Senera	क्रिया को अस्तर कर	Terranci Diseased	City of Section (see
Sestera Mako Freihritel College	Charal Shorty Cove	Terms of Hone Eligators	Yournal Lectry	City of Sangualedia
Make Division of Profestional Technical Education	City of Hunt Ort.	Touriset (Richals	Toron of Printers	Thylismplate
Make State Makes No	City of Managed	Territof tilecty six	Town of Francis	CRY of Sauth Bend
Bento-Clark State College	City all Make	Town of Harris	Toron of Gilden Cky	City of Spokens
Florification College	City of Allysecon	Tirm of Jian's	Total of October	City of Spokens Velley City of Sprague
University of idelay	Elty of \$54cco	Your of history	Tournal Gluschia	City of Stansgood
Edistation (C-82) Abergeen School (Chinas No. 30	City of Endurate	Torn of Diants	Townsd Stemend	Oty si Elevision
Aberdeen School Stabilities 50	Diversion	Town of Pacalet	Powe of Gustra Powe of Heater-Ma	Otrefisha
Arbon Elementary School Office of Ma. 383	City of Spelag Feld	Trus al Pagalant	Town of Passarram	Dieaktomas
Anney School Washing	GIANTERINET.	Toma of targitica Toma of targist	Term of Heneler	Qd el tanatr
Back School District Ho. 72 Beer Lake County 3-500 District Ho. 53	City of St. Poul City of Stanfield	Town of Particy Make	Tennal Heritalia	City of Strangalise
add fint fanal board sources.	Annual Market	Townsel delter	from of Silders &	Otro Taxona
Bear Lahy School Dirkkii Mu. 33	Covalstates	Terma wi Fallon	Sewn of Higher	Oxyol Taxama Carrel Tabas
Sear Laho School Diffrict Ma. 33 Sizel Dat School Diffre Ma. 55	टालु वर्ग आहारको द्वारा वर्ग अस्त्रोतकोल	Tensa el Felico Tensa el Felico	14 pm of Epighiny	ChroTrains ChroTrains
Senrinko School Dirkkii Mu. 3) Sizcidosi School Dirkkii Mu. 35 Sinks Comby School Dirkkii No. 55	City of Singlah City of Singlah City of Temptor	Torus of Falson Torus of Falses Torus of Familiation	Term of Fluiday Temp of Halden	CipalTalos CipalTalos CipalTalos
Sear Laing School Direkt Ma. 33 Sircilani Sehool Quidea Ha. 35 Siahar Canaby School Diabek Re. 41 3811 Jaka School Qiabek Re. 214	City of Singlesh City of Singleshy City of Singlesh City of Singleshia	Toma of Falson Tombot of Falson Tombot of Facilities Tombot facilities Tombot facilities	Jam of Spating Jam of Helsen James of Hensel Jama of Hussellia	Expellates Obsellation Christian Constitutes
Bear Lating School Dirk (*† 1841, \$) Birdiden is hood (perfor 1841, \$) Birdine Corany School Birk & Rin, \$1 Birs Tokine School (1847) of 80, 234 Bonner Was Jaint School Dirk In No. 31	city of Stayland City of Stablesby City of Stayland City of Stayland City of Stayland	Tomani Poles Toman	Jame Hillandey Jame Hillandey Jawe Hillande Jame Hillande Jame Hillande Jame Hillande Jame Hillande Jame Hillande Jame Hillande	City of Tabos Oby of Testion City of Allicen City of Testion City of Testion City of Testion City of Testion
Bent to be grouped that it is in a 3 a stretched for hood profess for . 55 about to stretch for . 55 about to stretch for . 54 about to stretch for . 54 about to stretch for . 54 acoust to be about to stretch for . 54 acoust to be about to stretch for . 54 acoust	ting of Stantan Care of Stantan	Youan if Alban Yoke of Pediet Yoke of Pediet Yoke of Pedietan Yoke of Pery Yoke of	Taron of Especially Taron of Hindres Taron of Hindres Taron of Hindres Taron of Hindres Town of Hindres Town of Hindres Town of Hindres Town of Hindres	City of Tishoa Oty of Youlea Oty of Youlea City of Tishoa City of
Be ut Linky Schydel British 1 Ma, 39 Strichbast 1 Sephon (British 1 Ma, 59 Strichbast 1 Sephon (British 1 Ma, 59 Strichbast 1 Sephon (British 1 Ma, 54 Bennary Ma, Jaint School (British 1 Ma, 51 Bennary Garasty (Bastel (Strick 1 Ma, 51 Bennary Cornel (Nept 2 Jaint 1 Madel British 1 Bennary Cornel (Nept 2 Jaint 1 Madel British 1	City of Suppose City of Submitted City of Submit	Travar i risku: Travar i risku: Travar i Romi Travar i Rom	Seron of Musical Control Contr	Cay off shoo Oby off scales Chy off scales Chy off schools Chy off Schools Chy off Schools Chy off Schools
Mar Link School Direct (No. 3) Strickles through Effects (No. 5) Status Consoly School Filler R Fr. 61 Sites School (Sites R S. 2)4 Somer Fills Solate (Spinel Sites R S. 3) Somer Fills Solate (Spinel Sites R S. 3) Somer Fills Solate (Spinel Sites R S. 3) Fills Solate (Spinel Sites R S. 4) P-63 Julia School (Statis Re. 4)2	City of all natural Give all stabilities of the sta	Tensa of Police Tricks	Samus di Sindhey Isamus di Histor Isamus di Histor Isamus di Histor Tenna di Histordia Tenna di Risamusia	City of it bas Oby of Teston City of Itsian City of
Mar Link School Direct (No. 3) Strickles through Effects (No. 5) Status Consoly School Filler R Fr. 61 Sites School (Sites R S. 2)4 Somer Fills Solate (Spinel Sites R S. 3) Somer Fills Solate (Spinel Sites R S. 3) Somer Fills Solate (Spinel Sites R S. 3) Fills Solate (Spinel Sites R S. 4) P-63 Julia School (Statis Re. 4)2	City of Banchan Group o	Tensa of Police Tricks	Namo of Specificary Heads of Heider Torse of Shough Torse of S	City of it has O'ly of Testes City of Islan City City of Islan City City of Islan City
Mar Link School Direct (No. 3) Strickles through Effects (No. 5) Status Consoly School Filler R Fr. 61 Sites School (Sites R S. 2)4 Somer Fills Solate (Spinel Sites R S. 3) Somer Fills Solate (Spinel Sites R S. 3) Somer Fills Solate (Spinel Sites R S. 3) Fills Solate (Spinel Sites R S. 4) P-63 Julia School (Statis Re. 4)2	City of the shape of the state	Toma of Falson Trees of Falson	Ham of Brailey Hat of Ham of Brailey Hat of Ham of	Cay off is has Oby off its ins Chy of its Chy of it
hear Lina-School Darkiel No. 3) Billichool Lindow (geffers line, 3) Billichool Lindow (geffers line, 3) Billichool Lindow (geffers line, 3) Billichool Lindow (geffers line, 3) Beenshay Cassay (about Chalas line, 101 Bernary Cassay (about Chalas line, 101 Chalas (City of the State Color of the S	Tyme of riskus There of Strate	Hem of Blackey Head of Blackey To the Committee Committe	Chy of Tabo Chy of Testo Chy
Rest Lists-School Diricki Ne. 3) Stitch Coulomby Cond Strick Ne. 3) Stitch Councy Cond Strick Ne. 4 Shir Self-Councy Cond Strick Ne. 4 Shir Self-Councy Cond Strick Ne. 4 Sees Shir Self-Councy Cond Strick Ne. 4 Sees Sees Self-Councy Councy Cond Sees Sees Self-Councy Councy Councy Councy Sees Sees Sees Sees Sees Sees Sees Sees	City of the Johnson Grey of the Johnson Grey of the Johnson Grey of Schools Grey of Johnson Grey of Transport	Trons of rights Freed of Police Freed of Police Towns of Bright Towns	Name of Unified Programs of the Control of C	City of The last City of Titles City
Ser Link Sphel Derich Me. 39 Hilden Holes of gendern 3.5 Hilden Example Local Block Price. 33 Hilden Example Local Block Price. 33 Hilden Example Local Block Price. 31 Hermiting Local Block Price. 31 Hermiting Casan & Gales Claudia Sin. 31 Hermiting Casan & Gales Claudia Sin. 31 Hermiting Casan & Gales Claudia Sin. 31 Holes Casan & Local Block Claudia Sin. 31 Control Casan & Local Block Claudia Sin. 31 Control Casan & Local Block Block Sin. 31 Control Casan & Local Block Sin. 32 Control Casan & Local Block Sin. 33 Control	City of the Spinish City o	Trons of Folica Trees of Folic	Hem of Elecking Head of Elecking Head of Electric Electri	Cay of The Solo Cay of Testes
Ser La Line Spieged 2004 (1914) Biol. 31 Stricklass Lichter (Line Paris, 1914 St. 1914 Line St. 191	City of the Superior City of Supe	Trons of Federa Trens of Feder	Home of the Sadery Internal of Minister Torrow of M	City of Ticks Ci
Ser La Line School 2004 (1984) 31 His Class Line Court In July 2004 (1984) 31 His In Ser School 1984 (1984) 32 His In Ser School 1984 (1984) 32 His In Ser School 1984 (1984) 32 His In Ser School 1984 (1984) 33 His In Ser School 1984 (1984) 34 His In Ser School	City of the January (ii) of the January (iii) of the January (i	Trons of rights Trons of rights Trons of Reg. Tr	Hem of Blesky Head of Blesky Head of Blesky Head of Blesky Head Bl	City of Titols (City of Titols City of Titol
Ser La Line School 2004 (1984) 31 His Class Line Court In July 2004 (1984) 31 His India Richard Line Court In July 2004 (1984) 32 His India Richard Line Court In July 2004 (1984) 32 His India Richard Line Court In July 2004 (1984) 32 However Court In July 2004 (1984) 38 (1984) 32 However Court In July 2004 (1984) 32 (1984) 32 House Court In July 2004 (1984) 38 (1984) 32 Court In Court In July 2004 (1984) 38 (1984) 32 Court In July 2004 (1984) 38 (1984) 32 Court In July 2004 (1984) 38 (1984) 32 Court In July 2004 (1984) 38 (1984) 38 Court In July 2004 (1984) 38 Court	City of the Superior City of t	Trons of Folias Trees of Folias	Hem of Blesky Head of Blesky Head of Blesky Head of Blesky Head Bl	City of Titols (City of Titols City of Titol
Ser La Line School 2004 (1984) 18.31 Strickee 15the organism 18.42	City of the John Day Lity of the John Day Lity of the John Day Lity of the John Day City of the John Day City of the John Day City of the John Day Lity of the John Day Lity of the John Day Lity of Lity of the John Day Lity of Lity of Lity of the John Day Lity of Lity	Trous of rights Freed	Hem of Blackey I then of I blackey I then the I blackey I the I blackey I the I blackey I blacke	Chy of Ticks (Chy of Ticks (Chy of Ticks Chy of Ticks
Ser L'Inte Spiele Derich Me. 39 sticleux bisse depricem 3.6 sticleux bisse depricem 3.6 sticleux bisse des projects and sticleux bisse des projects and sticleux bisse des projects and sticleux bisse depricement of the sticleux bisses depricement of the	City of the State City of the	Trons of Folias Trees of Folias	Hem of Blackey Heat of Blackey Deve of Herest Deve of Marcet	City of Ticks Ci
Ser Lat Las Spiegle 2004 (1984) Biol. 31 Stricklass (1984) Georgies Biol. 31 Stricklass (1984) Georgies Biol. 32 Sin Laid Spiegle 2004 (1984) Biol. 32 Sin Laid Spiegle 2004 (1984) Biol. 32 Sin Laid Spiegle 2004 (1984) Biol. 33 Sin Laid Spiegle 2004 (1984) Biol. 33 Sin Laid Spiegle 2004 (1984) Biol. 33 Sin Laid Spiegle 2004 (1984) Biol. 32 Control (1984) Biol. 32 Control (1984) Biol. 33 Control (1984) Biol. 34 C	City of the Johnson City of City of The Johnson City of City of The Johnson City of City of City of City City of City of City of City of City City of City of City of City of City City of	Trous of rights Freed	Hem of Blackey Hendride Drove diversed Drove divers	City of Ticke City o
Ser La Line School 2004 (1984) 31 Strickant Holes (1984) 31 Hin held School (1984) 32 Hin held School (1984) 32 Hin held School (1984) 33 Hin held School (1984) 33 Hendrich (2004) 53 Hendrich (2004)	Giry deficients (ii) of a billion of the control o	Trons of Federa Trees of Federa	Hem of the Select The select of the Select	Chy of Table (Chy of Table (Chy of Table Chy of Table Chy of Table Chy of Table (Chy of Ta
Ser Lain Selphel Derick Ma. 33 stitulian Listed gericken [M. 34	City of the Shape And	Trons of Federa Trees of Federa	Hem of the Selection of the Control	Chy of Taba Chy of
Ser La Line School 2004 (19 Ma) 31 Stricklass Line Green (19 Jan 19 Ma) 41 Stricklass Line Green (19 Jan 19 Ma) 41 Stricklass Line Green (19 Jan 19 Ma) 42 S	City of the January City of City of Languary City of City of Languary City of City of Languary City of City of City of Languary City of	Trons of rights Trons of rights Trons of Prices Trons	Hem of Blackey Hem of Blackey Deve of Wester Deve of Blacker Deve	City of Table (City of Table (City of Table City
Ser La Line School (2004) 18 (1) 18 (City of the Shape And	Trous of riskus Troviced of risk	Hem of thesity I then the thirde Through Hemsel Torough Hemsel Tor	City of Titols (City of Titols City of Titol
Ser La Line School 2004 (19 Ma) 31 Stricklass Line Lange Line School 2004 (19 Ma) 43 Stricklass Line Lange Line School 2004 (19 Ma) 43 Stricklass Line Lange Line School 2004 (19 Ma) 43 Stricklass Line Lange Line Line Lange Line Lange Line Lange Line Lange Line Lange Line Lan	City of the Shape And	From of rights Front o	Hem of Bleskey Hendrich Droved Hendrich Droved Hendrich Droved Hendrich Hen	Chy of Ticks Chy o
Ser La Line School (2004) He had 3 Stricklass (15th on Greenin 1, 184 Construction 1, 184 Constr	City of the Shape And	Trous of riskus Trees of risku	Hem of the Selection Annual Merica Annual Merica Annual Merica Annual Merica There of Feeding There of Feeding There of Feeding There of Selection There of S	Chy of Table Chy of Table (Chy of Table Chy of Table C
Ser La Line School 2004 (19 Ma) Stricklass Line Gregories III. 32 Hin Medi School 10 Mil 10	City of the January City of City of January City of	Trous of ridges Troined of ridg	Hem of the Seeky Let mob of th	Chy of Taba Chy of
Ser La Line School 2004 (19 Ma) 31 Strickant Line Lander School 2004 (19 Ma) 42 Han Self School 2004 (19 Ma) 42 Han Self School 2004 (19 Ma) 43 Lander School 2004 (19	City of the State Land City of the State City of the	From of rights Trend of right Town of Report	Hem of Blackey He and Street Deve of Deve of Deve Deve Deve Deve Deve Deve Deve Deve	City of Table (City of Table
Ser La Line School 2004 (19 Ma) Stricklass (19 Augustum 19 August	City of the Shape A City of t	Trous of riskus Troved	Hem of the Select He was a third or the select of the Sel	City of Table (City of Table (City of Table City of Table City of Table (City of Table City of Table (City of Table (C
Ser La Line School (2004) Head 31 Stricken Line Services In July 2 Head Annual Control (2004) Head 200	Giry of the January Giry of t	Trons of riches Trons of riches Trons of Report Trons	Hem of Bleskey Hem of Bleskey Deve of Hem of Bleskey Hem of Bleske	City of Teles Complicated our could city of City of City of Teles Complicated our city of City of City of Teles City of Tel
Ser La Line School (2004) House 31 stricked Montage (1944) House 32 stricked Montage (1944) House 32 stricked Montage (1944) House 14 stricked Montage (1944) House (19	Giry of the State Land Giry of the State Gi	Trous of riskus Troved	Hem of the Select Annual Selec	City of Table (City of Table (City of Table (City of Table City of Table (City of Table
Ser La Line School 2004 (19 Ma) Stricklass Line Gregories III. 32 Hin Medi School 10 Mil 10	City of the January City of City of January City of	Trons of rights Trons of rights Trons of Prices Trons	Hem of the Seeky He may be the seeky He	Chapter Table (Chapter Table Chapter Table Chapt
Ser La Line School Derick (Mex.) 31 Stricken Line Service (Mex.) 42 Hen held School Derick (Mex.) 43 Central School De	City of the January City of the January City of the January City of Country City of Cou	From of rights Trend of right	Hem of Bleskey Hem of Bleskey Deve of Wester Deve of Bleskey Deve	Chy of Tickes Ch
Ser La Line School Derick Hein, 39 Stricklass Line Gerferen, 30, 48 Stricklass Line Gerferen, 31 Chees Control County Line Line Stricklass Stricklass Line Gerferen, 31 Chees County Line Line Gerferen, 31 Chees County Line Line Gerferen, 31 Chees County Line Line Gerferen, 31 Chees Line Line Gerferen, 32 Chees Line Line Chees Line Line Line Chees Line Line Chees Line Line Line Chees Line Line Chees Line Line Line Chees Line Line Chees Line Line Chees Line Line Chees Line Line Chees Line Line Line Line Chees Line Line Line Line Chees Line Line Line Line Cheep Line Line Line Chees Line Line Line Chees Line Line Line Li	City of the January City of a Stranger City of the Stranger City of the Stranger City of the Stranger City of Cit	Trons of riskins Tronical Prince Tronical Prin	Hem of the Select The select of the Select	Chey of Teles Ch
Ser La Line School (2004) He had 3 Stricken Line School (2004) He had 3 He had he had been for the service of the had a service of the had been for the service of the had a service of the service of	City of the January City of Thomas	Trons of riches Trons of riches Trons of Report Trons	Hem of Beskey Hem of Beskey Deve of Hem of Beskey Hem of B	Chy of Technology (1) of Technology (2) of Technology (3) of Technology (4) of Technology (5) of Technology (6) of Technology (6) of Technology (7) of Technology (7) of Technology (8) of Techno
Ser Li Lin School 2004 (1984). Ser Li Li Li School 2004 (1984). Ser Li	Grig of the Shape And Congress of the Shape	From of riches Trees of Prices Trees Trees of Prices Trees	He med bil Seekly He med bil S	City of Table City o
Ser La Line School 2004 (19 Ma) Strictions 1 May 1 Great The Jan 1 Strictions 1 May 1 Striction 1 May 1 Striction 1 May 1 Striction 1 May 1 Striction 1 May 1 Ma	City of the January City of a Straightory City of the Straightory City of the Straightory City of the Straightory City of Straight	Trons of rights Trons of rights Trons of Prices Trons	He med diseased, He med with the control of the con	Chy of Teles Ch
Ser La Line School Derick (Mex.) 32 Stricken Line Conference (Line Stricken Line Stri	Giry of the State And Stat	From of riches Trees of Prices Trees Trees of Prices Trees Trees of Prices Trees Trees of Prices Trees Trees Trees of Prices Trees	Hem of Blockly Hem of Blockly Deve of Hem of Blockly Deve of Hem of Blockly There of Blockly There of Blockly There of Blockly Hem of Blockly	City of Testas City of Testas
Ser Li Link School 2004 (1984). Ser Li Link School 2004 (1984). Ser Li	City of the January City of a Street, and the City of the Street, and the Str	Trous of riskus Trois of Risku	He med diseased, He med with the control of the con	City of Technology (City of T
Ser La Line School Derick (Mex.) 32 Stricken Line Conference (Line Stricken Line Stri	Giry of the State And Stat	From of riches Trees of Prices Trees Trees of Prices Trees Trees of Prices Trees Trees of Prices Trees Trees Trees of Prices Trees	Hem of the Selection Annual Selection Annual Selection Annual Selection There of Financian There of Financian There of Financian There of Financian There of Selection There of S	City of Testas City of Testas

Page 3 of 14

dahe	Digps		Plak	Weshington Tennel Cresson
Kanta School Charlet Ha. 104	Higher Education Else Nountain Convenient College		Townellynerus	Tours of Coulch
Percent tries School District 191	Bive Mountain Convolutity College	Town of Ware Diegle	lowal Yeşin	Town of Durington
Earth 23, Joint School District No. 283	Central Chatton Consumer of Courts	Town of West Pelcer	Tempol Wales Tempol Wallaburg	Town of Litterville
Electricity School District No. 414	Change et a Community Callega	Town of West Union	Living Brain Assectation of Concrements	Town of Clave City
Rootmai School District No. 278	Clack price Community College	Town of Wiltrains	Critial Bital American de containment	Town of Endang
Kuna Joiet Schotel District No. 3	Citizen Community College	Teen of Witnesston	Higher Education Codings of Eastern Utah	fown of Fairfield
12\z Pend Dryille School Dstrkt No. 84	Calumbia Gorge Community Codese	Town of William Town of William	Brids Applied Technology College	Toes of famingles
talidant School District No. 222	Eastern Gregor University	Town of Terusite	Davie Applied Technology College	Town of Friday Litebox
tapwal School Distract No. 111	Harris Commany Confess Binder	ligher Education	Date State Division L.M.	Town of Gerfeld
terristen independent School District Not. I		Allen Technical Callege	Moureainland Applied Technology Callege	Tornof Handlog
Mary School Calenti No 185	tion service Community College Ltt. Hand Community College	Besedort Faters Higher Education Committation	Activ Mountain University of Health Professions	Town of Harrah
Medicon School Gistrict No. 321	District Construct College	Central Citation Technical Callege	Sair Lake Conformally College	Tocacitoner
March Vating John School Ortoka No. 21	Gregan Department of Consequently Colleges and Workforce Development	Clementhicurity	Srow College	Town of Heads Agint
Attracting tolers fectional Disjusters Hay 363	Children Heapy they begand represent traction and substituted on Change of traction and substituted on Chang	Causal Cardina University	Southern Lash University	Tomaf kde
McCall Densely Joint School District No. 421	Oregon Instante of Technology	College of Charleston	Totale Applied Technology College	Young long
Merdana Viziry School Duvin No. 11	Districtionship	Denmark Technical College	Untah Basin Applied Technology College	Town of La Commit
Maila Sabasi (Antiqui No. 136 A Sabasin Sabasi (Patrigu No. 134	Oregon State Moheresty, Oregon Apricultural Experiment Station	Horance-Darlington Technical College	University of Utah	Torres of La Crossal
Ments School Date at No. 431	Oregon University System	Francis Marion University	University of Little Hospitals and Circles	Term of Lamons
Minidola County School District His 331	Portland Contenuesty College	Gracewille Technical College	Van State University	Town of Luish
Mentana School District Ha. 181	Portland State University	Home-Detrictions Technical College	Stud System of Higher Education	Town of Lind
Mentals Harm School District No. 193	Aced College	Lander University	Utah Yailey Limbershy	Town of Lyoun
Magazain Vine School District No. 244	Regar Lammania Calings	Medical University of South Carolina	Weber State University	Town of Malcon
MANA School Pictrict 192	Southern Oregon University	Matiania Technical Callega	Christian (K-12)	Towned Manatopi
MAIN School points, 192	Southern Oregon University Family Housing	Nambes data Technical College	Alaine School District	Town of Marcus
Managh feet School Water No. 418	Southwestern Gregon Convenient College	Orangehurg-Callmon Technical Callege	Beaver Coursy School District	Town of Message
Hampa Christen Schools Inc.	Title mock they Community College	Fiedmant Technical College	Bán Eider Schnol District	Town of Mills and
Hampa School District No. 111	Treature Valley Constructing College	South Careins State South for Technical and Comprehensive Education	Cashe County School District	Town of Acethes
Here Process School Cluster Her Porce Soint School District Ha. 1872	Umpgus Community College	Seach Carolina State University	Cargons School District	Town of Hespelein
MEL PRICE POINT SCHOOL DOUBLE NA. SUI	Chirosity of Oregon	South Carolina Technical College System	Carbon Salvari District	Town of Norshport
North Gen School District No. 147 Notus School District	Matery grates pyricing	Sauraniura Community College	Core a Data Familia De Urah Head Start Program School District	Town of Oxfordally
Netur School Davict Cosedy County School Davict No. 351	Edwarfen (K-17)	Technical Cologs of the Innerconsury	Depter School Bistrict	Town of Octors
Conjudy County School District No. 351 Craftee Joine School District No. 173	Add Speed Dunkt 21	The Clade	Bryle School (Ristrict	Toward Pe El
Grafine Jeing School Date (# Ma. 171 Fargus School Gistrict Wa. 137	Adily School Catrict	Tel-Course Festrolcal College	Ductrone County School District	Town of Presents
Fargra School Citaries No. 137	Alse a School Delivica No. 76	Tridest Technical College	France Country Selbbel (Stitlet)	Town of Registra
Payetta School District No. 375	Antity School Signics 4)	University of South Catolica	Freedom Pregilitatory Academy School Citation	Town of Regrands
Flurrence-Worley leiet School District Ha. 24	Acars School Groke 19	Delymetry of South Carolina, Arkon	Garderid County School District	Town of Backland
Pacat (To Chubbuck School District No. 25	Accepted School Statisting No. 3	University of South Carelina, Upsterre	Grand County School District	Town of Rosalia
Post Falls School District Fig. 273	And School Street No. 51	Williamsharg Technical College	Grante Achaol Disvict	Town of Auston
Perlauth School Ostalet Ho. 285	Price Street Print He 2	Witness University	han Coursey School District	Town of Sky karrish
Processor Indica Serviced Construction 2012	Albana Strod Dirict	York Technical College	tordan School District	Town of Senth Oct Dura
Michigal School Patrick No. 316	Anteria School Danier No. 1C	Education (F-U)	hath School columnic	Yourn of South Proprie
Maint Intel School Carther No. 257	Arbeita Westen School Graulet No. 1580	Abbeyelle Cornby School District	Lose County School District	Torm of Spange
Recitional School District No. 343	Edw School Citation State St	Alta Courty Public Schools	Local City Edinal Starter	Town of Springsole
Salmon River Laint School Charles Ho. 243	Bardon School District.	Attendate County School Osstript	Millard School District	Town of St. John
Salmon School Chabrict Ho. 381	Backs School Date in 18th 13	Anderson County School Districts 1 and 2 Center and Technology Conter	Married Colored Citation	Te-mod Stellano*
Drefley School District No. 60 Drefleys token School District No. 317	Bearry of School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School Ulivalet Office	Town of Twisp
Seale Beer land States Diver on 111	Engla Prie Public Schools	Acciences School District No. 2	Alurray City School District	Town of Uniques
Seal of Bone Sprace Destrict Seds Springs John School Diskiet No. 150	Settlel School District No. 52	Andreson School Datrict No. 3	Reta School (Fistrict	Town of Washington
South Springs from School Dystrict No. 1242	machine School Matrict	Anderson School Displict No. 4	Hersh Sarpes of County School District	Invest Weterville
South Learn's School District No. 232	Statisty School Divict 90	Anderson School Citablet No. 5	Herris Sarcese School Datukt	Towned Warety
St. hiarten Jeirt School Destrict Ha. 11	Scotlings Harbor School District	Ramburg Crimi Consist No. 1	Hamb Surreit School (Fibric)	Town at William
Sugar Salam Jaiet Dertelet No. 322	Carran Valley School Delect	Barrhere School Dutrict No. 3	Oction City School Divini	Town of William
Swan Yalley Dementary School District No. 33	Carby School Statrict No. 85	Fitto 4 at 1 School District No. 45	Park City School District	Termor William Great
Swan Yalley School Descript No. 57	Cases de School Bistrict No. 3	Beaution County School Cistrick	Fiche County School Okty/Cl	Town of Wathers
Teton Courty School Dictrict No. 491	Centennial School District No. 281	Berkeley Crumy School District	Prove City School (Kypte)	Town of Woodwarf
Place Creek hant School Dawks No 416	Certail Curry School District No. 1	Electronic Hills Public Schools	Aish County School District	Town of Yacah
Tray School District No. 227	Control Line School District	Cathous County School District	Firth School Cristrica	Town of Yanow Spirit
Tale Fall School District No. 413	Central Deliver School District No. 5	Charletten Courty School District	Rural Utah Child Denticopport Head Start Program School District Off.	te lighter Edveration
Variet School District Hat 162	CHANGE STORY DESIGNATION OF THE PARTY OF THE	Cherches County School Divers	Salt Lake Gry School District	\$1145 Technical Cellege
Vallete School Ontrict No. 135	Elichamas Education Service Chatalat	Chester Eastly School District	San hain School Dutnist	Streve Community College
Yislan Charter School District # 161	Classiania School District No. 61	Chesterfield County School District	Series School (Xistrict	Belley ham Yechestral College
Walters School (Natrice Fig. 393	Calcan School Duvice No. 33	Classenders Courte School Desires No. 1	Scula Sarranta School District	Big Band Community College
Water School trainer No. 433	Calambia Gorge Education Service District	Clarender County School Dutriet No. 2	South Summer School District	Castadia Community College
Wandel School Pillrick No. 232	Condon School (Sixtics No. 25)	Clarendon County School District No. 3	San Head Scott Program School District	Cartral Washington University
West Borner County School District No. 83	Coon Bay School Datate No. 250	Clover Sched District No. 2	Promas Edison Charter Schools	Ceriraha College
West Jefferson School Despite No. 153	Committe School District No. 3	Colleton Covery School Datriel	Form School District	Cint College
West Side School Classes No. 202	Carbon School Durict No. 3 Carbon School Durict No. 39	Darkington County School Guitrict	Totals County School District	Clour Fact Technical Codings
Whiteples bare School District Ha. 258	Corrects School District No. 3011	Delta N-V School Granics	tieruh School Diguist	Columbia Basin Community College
Wilder School Driving No. 123	Cove School District No. 15	Dillion County School District No. 1	Wassish County School District	Community Calleges of Spokere
Special District Ada County Smerger Cy Welfeld Services Divoks	Crue Hoper Ny School Divisit	Differ County School Citation No. 2	Washington Carvety School District	Eastern Washingson University
torcomed facilital Asper peaces proper	Crane School Distract No. 40	Ditten County School District No. 1	Waying County School District	Educate Community Codings
Ada County leghary D'atrict	Crook County Echool Giltrict	Dillan County School District No. 4	Weber School District	Everett Community College
Adama County Recreation Extern	Crow-Apples to the School District No. 56	Discous Of Charletton Schools	Special Ditrolog	Svergisen State College
Altabida Weter and Sewer District	Crear School Carrier No. 4	Derchaster School District No. 1	Special Direits Ash Creek Special Service District	Brain Huston Castrian
Albreia Kighway O'struct	Dates School District He 1	Derphater School Gittict No. 4	Ashiny Valley Willer and Sewas Improvement District	Green River Camphanity College
Alpine Meadows Whiter and Sewer District	Daniel Danieles School District No. Ad	Edge field County Schools	Baland Water and Sensy Improvement District	Highline Companity College
American Fata Free Characy District	Daylor School District No. S	Falcified County School District	Barr Laba Special Service District.	Lake Washington posterior of Text relicity
Arrection Falls Housing Authority	Dayter School District No. 161	Florance Cotonly School District No. 1	Sear Errer Was to Contensor by Datelin	larant Columbia Callege
Arturia Katmay District	Daysella School District No. 16.1 Dovelar County School District	Florence County School District No. 2	Barchinel Water Grant	Northwest before College
Aren Water and Sower (Ditti 41	Douglas County School District Douglas County School District No. 4	Florence County School District No. 3	Breson Cylengy Water Improvement Datrict	CI / Calcife
Arondala Intgasion District	Dought County strast prints for 4 Dought Education Service Datalet	Florence County School District No. 4	Bona Vista Water Improvement Cathict	Periosale Cologe
Baye's a Water and Sewer Chinks	Design Company of the	Florence Course School District Ho. 5	Carbe store at a Absterrent District	Fierra College
Bear Lake County Library Exposes	Dufur School Guriet Na 29	It Masked Child alls 4	Cache Valley Transit District	Restan Technical Carlete
Seneth Sewer Britisht	Eagle Point School District No. 9	Georgetown County School District	Companies of such the Special Service District	Seattle Community Colleges District VI
	Euro School District No. 3 Dein School District	Confermental NAME DIVING	Earles County Posity Authority	Providing Community College
Removab County Free Library District		Greenste County School Stated	Cartes County Municipal Building Authority	Daget Valley College
E's Caryon fire Disakt				
Big Caryon file Baseles Blaine County Housing Authority	Eliza School Criticit He 34	Gretowood School Oktoba Ha. 50	Cartes of the Samuelles Teasurety and Special Francisco National	South hard Sound Companies Californ
Big Caryon fire Data's: Maine County Housing Authority Burne County Recression District	Elizar School Esticat No. 34 Enterprise School District No. 21	Gregorous School (Estrica Ho. 52	Carbon County Recreation Transportured Special Service District	South Purper Sound Community Callege Taxona Community Callege
Big Caryon fire Dalvits Alaine County Housing Authority Blaine County Roceration District Biss fire Dalsier	Elima School Esticit No. 14 Enterprise School Esticit No. 21 Estamba School Esticit No. 105	Greenward School Estrict No. 51 Hampion County School O'strict No. 1	Carbon County Recreation Transportation Special Service District	Tacama Community Collège
B'g Carpon file Date(\$) Maine County Housing Authority Maine County Housing Authority Maine County House District Maine Sause Ultrary Date(\$)	Eliza School Esticat No. 34 Schopelus School Esticat No. 31 Schopelus School Esticat No. 10 School Esticat No. 105 School School Esticat No. 41	Greenward School Destrict Ha. 55 Harryson County School Ostrict Ha. 1 Harryson School Destrict No. 1	Carbon County Recreation Transportation Special Service District Carbon Wasse Communicy District Carbo Valley Special Service District	Tatoma Communicy Collège Volentacy of Washington
By Carpon file Ballets Making County Housing Authority Making County Recorded District Biss files District Biss Black Library Dattice Acide Brighted County Housing Actionity	Eftern School District No. 34 Enterprise School District No. 24 Enterprise School District No. 23 Enterprise School District No. 188 Enterprise School District No. 45 Enterprise School District No. 45 Enterprise School District No. 45	Greenwood School (Estrics No. 55 Humpion County School Ostrics No. 1 Humpion School Estrics No. 5 Hody County Schools	Carbon County Recreation Transportation Special Service District Carbon Wasse Commercing District Corbo Valley Special Service District Costs Electrologies Authority	Tacoma Community Collège University of Washington Walla Walla Community College
By Carryon file is University Eather Country Received Anthonity Mains Country Received in Citation Bios file is District Bios file is District Bios file is District Bios in City file Country District Bios in City file Country file is the City file Country file Bios in City file Country file is the City file Bios file City file Country file is the City file Bios file City file in City file is the City file Bios file City file in City file is the City file Bios file City file in City file is the City file Bios file City file in City file is the City file Bios file City file in City file Bios file City file Bios file in City file Bios file Bios file in City file Bios	Eltern Schael Critice 144, 24 Extraples Schoel Print 148, 24 Extraples Schoel Rusice 148, 21 Extraples Schoel Rusice 148, 21 Extraples Schoel Busice 148, 21 Extraples Schoel Extraple Fam Rusice Schoel Extraple Fam Rusice Schoel Extraple 149 Extra Rusice Schoel Extraple 149 Extra Rusice Schoel Extraple 149 Extra Rusice Schoel Extraple 149 Extraples 149 Ext	Geterward School Estrika Na. 55 Hampion Courny Johad Ostviel Na. 1 Hampion School Straiki Na. 1 Harry Courny School: Harry Courny School Trailing of Courney School:	Cathon County Recreation Transportation Special Service District Cathon Wisse Catanor investigation Cathon Wisse Special Service District Cotte City Hought authority Cathon Newscape for Protestion District	Tacama Community Collège Valentisty of Washington Walls Wide Community College Washington State Board for Community and Téchnical Collegies
by Curyon for Davids Latine County Houseling Authority Littine County Houseling Authority Littine County Houseling District Boss for Davids Boss for Davids Boss Educationary Davids Boss Carylidas County Houseling Authority Boss Range (righted County Houseling Authority Boss Range (righted County Houseling Authority Boss Range (righted County) Boss Ran	Ohma Ashod Valet 18, 34 Estemption School Op Halet 18, 21 Estemption School Op Halet 18, 22 Estemption School Op Halet 18, 23 Estemption School Op Halet 18, 23 Estemption School Op Halet 18, 24 Estemption Schoo	Generacia School Essiski No. 55 Hampion Carriy School Ostrici No. 1 Hampion School Essiski No. 1 Harry County School Jasper County School Jasper County School Jasper County School John de la Jasen School Ostrici John de la Jasen School Ostrici	Cathon County Recention Transportation Technic Service District Cathon Wisse Commercing District Crists Yulay 5 ghold Service District Colle Uny Houghey Anthonisy Colle Manus jain Fire Protession District College Manus jain Fire Protession District College Manus Jain Technic Service District	fatoma Egymunacy Golfage Vidertusty of Washington Wilds (Wall Europeolity College Wildseyton State Bolf for Euromanny and Technical Colleges Wildseyton State Bolfage (Constitute of public) Authory
By Carpon file Ballets Making County Housing Authority Making County Recorded District Biss files District Biss Black Library Dattice Acide Brighted County Housing Actionity	Eltern Schael Critice 144, 24 Extraples Schoel Print 148, 24 Extraples Schoel Rusice 148, 21 Extraples Schoel Rusice 148, 21 Extraples Schoel Busice 148, 21 Extraples Schoel Extraple Fam Rusice Schoel Extraple Fam Rusice Schoel Extraple 149 Extra Rusice Schoel Extraple 149 Extra Rusice Schoel Extraple 149 Extra Rusice Schoel Extraple 149 Extraples 149 Ext	Geterward School Estrika Na. 55 Hampion Courny Johad Ostviel Na. 1 Hampion School Straiki Na. 1 Harry Courny School: Harry Courny School Trailing of Courney School:	Cathon County Recreation Transportation Special Service District Cathon Wisse Catanor investigation Cathon Wisse Special Service District Cotte City Hought authority Cathon Newscape for Protestion District	tacama Community Goldage Valentary of Washington Walla Walla Community College Washington State April after Community and Telemical Collegia

Appendix B Page 4 of 14

Service School Display of Control Banks and Service School Display Level County of Access (Conf.) And in the Conf. of Conf.

Page 5 of 14

| Part |

Heisel Seitherty Glades
Linear Wieder Seithert Uttig Glades
Heisel Wieder Seithert Uttig Glades
Heisel Wieder Seithert
Heisel Wieder Seithert
Heisel Wieder Seithert
Heisel An Benefit Gliffe Fewerders Herstell
Heiseland Benefit Gliffe Fewerders Herstell
Herstelle Michael Seithert
Herstelle Michael Herstelle Herstelle
Herstelle Michael
Herstelle
Herstelle

Search Controls
Selection Controls Congressionally Researce,
Search Controls College Selection Selection,
Search Controls College Selection Selection,
Search Controls College Selection Selection,
Search Controls College Selection Selection Selection
Search Controls College Selection Selection
Search College Selection Selection Selection
Search College Selection Selection
Selection Selection Selection Selection
Selection Selection Selection Selection Selection
Selection Se Tribal Calledo bella (1904 The control of the co

Whiteless County Industrials 410 Order School Displiction 544 Other School Displiction 544 Other School Displict Ma 102 Industrial School Displiction 102 Industrial School Displiction 102 Industrial School Displiction 102

Le situat Pari, and all Account Pari Orbitch

Le situat Pari Account Pari Orbitch

Le situation Control Pari Orbitch

Le

Ostario Ultrary Disurbi Oregen Tree Bill Metel Ausoriaylett Oregen Tree Bill Metel Ausoriaylett Oregen Tree Bill Metel Standard Audioador Oregen Tree Bill Metel Standard Unit 8 Sanif ary District Oregen Wydar Wysoniogand Unit 8 Sanif ary District Whitespace School Statute
Whitespace School
Whitespace S

Appendix B Page 9 of 14

Here the second control of the second contro

Appendix B Page 10 of 14

Skerell Valve Spring Sp

White Section Control States of the Control

ppendix B Page 11 of 14

Pacific Create Facility (Control Pacific Create Facility Control Facility

Price County From Charles (1995) Broads (1995) Brown of Authority Price County (1995) Broads (1995)

Appendix B Page 12 of 14

Remark Make Brasses Sand Legislan (Art Sand Legislan Sand

seewish Courty first Protection Discrete Res. 21

seewish Courty first Protection Discrete Res. 21

seewish Courty first Protection Oxidate Res. 22

seewish Res. 20

seewish Res

pends 6 Page 13 of 14

pendix B . Page 14 of 14



Appendix C - Palistal Subdivision List for Vegicia CP, Florida CP,

Special Districts
Assame Special price Androye
Absonate Control price Androye
Absonate Control
Absonate Cont year dusters of years of the sear of the s Three Governmental Compressions
Water Author 19
Share of Virginia Emericani Architecty
Towary Industrial Depth Improved Architecty
County Tennomic Development Architecty
County Tennomic Development Architecty
County Tennomic Development Architecty
County Tennomic Performance of Architecty
County Tennomic Performance of Architecty
County March Architecty evolge Wilst Achderfy
Mik Stehn Achderfy
med blederid Benefinen fahren
med blederid Benefinen fahren
med blederid Benefinen
Mik Stehn Achder
M

Townships Township of Great, Ross County

some of transition of the control of

Silk degran (2) schools (Commission of State (Commission o State (Commi

iedojojky Public Servick Archocky Red mobipment and toosiby Archocky Sees and Symes Archocky adminispentit and Hossing Archocky Printle R. 12.

The Strong Public States

First Nature (2007) In Michael States

First Nature (2007) In Michael

Alberton (2007) In Michael

First Nature (2007) In Michael

Alberton (2007) In Michael

First Nature (20

Country

Louns Country Robit Service Academic L

Louns Country

Lo

.

tala Towadiya

.

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)
(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. 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 (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

- (F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:
 - a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - (1) The copyright in any work developed under a grant or contract; and
 - (2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)	Initials of Authorized Representative
Vendor agrees to comply with federal, state, and local further acknowledged that Vendor certifies compliance above.	laws, rules, regulations and ordinances, as applicable. It is with provisions, laws, acts, regulations, etc. as noted
This certification shall be effective through the term of	the Vendor's Sourcewell awarded contract.
Vendor:	
Contract number:	
Category:	· · · · · · · · · · · · · · · · · · ·
Maturity date:	
Address:	
City, state, zip code:	
Phone number:	
Printed name and title of authorized representative:	
Signature of authorized representative:	
Date:	

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance, *	Sourcewell acce
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell acce
A-PA			
ase see page 2	of this form for comments regarding	this exception request.	
ooser's Signat	ure: Atc. C	Ledjath Date:	3/13/19
Sourcewe	ll's clarification on exceptions listed	above:	

Page 1 of 2

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award

FORM D



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

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, 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:Caterpillar Inc	Date: 3/4/19
Company Address: 100 NE Adams Street	
City:Peoria	State:ItZip:61629
CAGE Code/DUNS: 11083/944204924	
Contact Person:Patty Redpath	Title:Governmental Account Manager
Authorized Signature:	(Name printed or typed)

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 #: 032119-CAT

Commencial Authorized Classificate

Proposer's full legal name: Caterpillar Inc.

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 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 13, 2019 and will expire on May 13, 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.

—Docusigned by:	
Juremy Schwartz	Jeremy Schwartz
SOURCEWELL BRECTOR OF OPERATIONS AND	(NAME PRINTED OR TYPED)
PROCUREMENT/CPO SIGNATURE	
Chad Coavette	
	Chad Coauette
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE	(NAME PRINTED OR TYPED)
Awarded on May 10, 2019	Sourcewell Contract # 032119-CAT
Vendar Authorized Signatures: The Vendor hereby accepts this Contract award,	including all accepted exceptions and amendments.
Vendor Name Later pollar In	
Authorized Signatory's Title North America	Including Hounger
Total	Patrick Keains
VENDOR AUTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)
Executed on $\frac{Ma}{2}$ / 16 , 20 / 9	Sourcewell Contract # 032119-CAT



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)

conditions specified above. Company Name: Caterpillar Inc. Address: 100 NE Adams Street _____ City/State/Zip: _____Peoria, IL 61629_____ Telephone Number: ___309-675-1000______ E-mail Address: Cat Governmental@cat.com_____ Authorized Signature: Click of Authorized Name (printed): Satock Kean Title: North America Trelustry Moneyer Notarized OFFICIAL SEAL JODY R. MCKENZIE My Commission Expires Feb 2, 2020 Subscribed and sworn to before me this 6011 day of 1111111 , 20 19 Notary Public in and for the County of 1/01/20 State of vicinitis My commission expires: Action 3, 2000

Signature: Market Market 2 12

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

Form P



PROPOSER QUESTIONNAIRE

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

Proposer Name:	Caterpillar Inc.
Questionnaire completed by:	Patty Redpath

Payment Terms and Financing Options

- What are your payment terms (e.g., net 10, net 30)?
 Our dealers accept payment from members and their terms may vary. The most common term is net 30.
- 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?
 - Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates <u>lower</u> than available to the general public.
- 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 simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.
 - **Important Note:** Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.
- 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?
 - Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

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?
 - Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see Attachment D for details.
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
 - 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?
 - We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.
 - 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?
 - Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.
 - What are your proposed exchange and return programs and policies?
 - We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.
- 6) Describe any service contract options for the items included in your proposal.
 - We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.
 - 1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)
 - After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:
 - a) Powertrain
 - b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in Attachment E.

Important note: The purchase price for these Extended Service Coverage plans is <u>lower</u> for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

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.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

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.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F.** However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

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.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

10) The price	ing offered in this proposal is
	a. the same as the Proposer typically offers to an individual municipality, university, or school district.
	 b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
	Xc. 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.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

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 goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

13) Identify any total cost of acquisition costs that are <u>NOT</u> 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/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

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.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
 - Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
 - Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.
- 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.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.
- 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.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

- 03 Thin Film Coating Center, Mossville (IL), USA CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019) 05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
- 06 Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA ISO9001:2015 (Expiry date 24-Apr-2021)
- 08 Caterpillar Inc., SOS Services Laboratory (Main Multi-site), Peoria, IL, USA ISO9001:2015 (Expiry date 29-Nov-2020)
- 12 Caterpillar Inc. Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp. 23-Feb-2020)
- 13 Caterpillar Inc. Construction and Mining Equipment (HQ), Decatur (IL), USA ISO9001:2015 Certificate, (Exp date: 26-Oct-2021)
- 16 Caterpillar Inc. East Peoria (Multi-Site TTT), Tractor Drive, East Peoria (IL), USA ISO9001:2015 Certificate (Exp: 30-Nov-2019)
- 28 Caterpillar Brasil Limited, Campo Largo, Brasil ISO9001:2015 (Exp date: 23-Jul-2020)
- 28 Caterpillar Brasil Ltda., Piracicaba, Brasil ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
- 29 Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 Caterpillar Engine Systems Inc., Mossville (IL), USA ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
- 40 Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 40 Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- 41 Caterpillar Powertrain & Hydraulics Systems Development, Mossville (IL), USA ISO17025:2005 (Expiry date 31-Dec-2019)
- 41 Global Engine Development North America, Mossville, IL 61552, USA ISO17025;2005 (Exp Date: 31-Aug-2019)
- 68 Caterplliar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- 68 Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
- 7P Perkins Motores Do Brasil LTDA, Curitiba, BRASIL CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
- 88 Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA ISO9001:2015 Certificate (Expiry date 04-Feb-2021) 89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
- 92 Caterpillar Midwest Logistics Center (Champaign), Illinois ISO 9001:2008 (Exp Date: 29-Jan-2018)
- CF Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico ISO 9001:2015 (Exp: 19-Jun-2020)
- CF Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico (SO9001:2015 Certificate (Exp. 19-Jun-2020)
- CF Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- CP Caterpillar Global Machine Development Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
- OQ Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA ISO9001:2015 (Expiry date 06-Jul-2021)
- FJ Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
- HL Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
- HP Caterpillar Dyersburg, Tennessee ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
- HZ Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
- JA Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA ISO9001:2015 (Expiry date 06-Jul-2021)
- JL Caterpillar Inc. Precision Pin Products Group, Sumter (SC), USA ISO9001:2015 (Expiry date 22-Oct-2018)
- JQ Caterpillar Inc. Building Construction Products Division, Athens (GA), USA ISO9001:2015 (Expiry date 06-Jul-2021)
- LE Caterpillar Inc., Griffin Generators, Griffin (GA), USA ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
- LS All Caterpillar Newberry LLC Facilities DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
- M5 Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA ISO9001:2015 (Expiry date 06-Jul-2021)
- MC Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO ISO9001:2015 (Expiry date 06-Jul-2021)
- N4 Advanced Components and Technologies, Mossville (II), USA ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
- PE Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
- PV Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
- QR Caterpillar Global Mining Houston PA ISO 9001:2008 (Exp Date 15-Sep-2018)
- R8 Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
- T3 Solar Turbines Europe S.A. Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA ISO9001:2015 (Expiry date 22-Sep-2020)
- T3 Solar Turbines Inc. (Power Generation), San Diego (CA), USA ISO9001;2015 (Expiry date 22-Sep-2020)
- T3 Solar Turbines Inc. Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 Solar Turbines Inc. Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA ISO 9001;2015 Certificate (Exp Date: 22-Sep-2020)
- T3 Solar Turbines Inc. Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 Solar Turbines Inc. Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
- T3 Solar Turbines Inc. Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
- T3 Solar Turbines Inc. Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 Solar Turbines Inc. Power Generation, 4180 Ruffin Road, San Diego (CA), USA ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
- T3 Solar Turbines Inc. Turbofab, DeZavala Road, Channelview (TX), USA ISO9001:2015 Certificate (Expiry date 23-July-2021)
- T3 Solar Turbines Inc., Construction Services, Houston (TX), USA ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
- T3 Solar Turbines Inc., Desoto Overhaul Operations, Desoto (TX), USA ISO9001:2015 Certificate (Explry date 24-Aug-2021)
- T3 Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA ISO9001:2015 Certificate (Exp 03-May-2021)
- T3 Solar Turbines Inc., Turbomachinery Prod Gas Compressors, Ruffin Road, San Diego (CA), USA ISO9001:2015 Cert. (Exp 03-May-2021)
- T3 Solar Turbines Inc., Turbomachinery Prod Gas Compressors, Sky Park Ct, San Diego (CA), USA ISO9001:2015 Cert (Exp 03-May-2021) T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
- T3 Solar Turbines Inc., Turbomachinery Prod Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico ISO9001:2015 Cert (Exp 03-May-2021)

- T3 Solar Turbines Inc., Turbomachinery Prod Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico ISO9001:2015 Cert (Exp 03-May-2021)
- T3 Solar Turbines Incorporated, Mabank (TX), USA ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
- T3 Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland ISO9001:2015 Certificate (Expiry date 08-May-2018)
- UD Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
- UH Caterpillar Acuna Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
- UH Caterpillar Inc. Acuna, Coahulla, MEXICO ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
- UJ Caterpillar North Little Rock, North Little Rock (AR), USA CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
- XO Anchor Coupling (Goldsboro), Goldsboro (NC), USA ISO 9001:2015 (Exp. date: 20-Dec-2018)
- XY Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico ISO9001;2015 Certificate (Exp date: 03-Oct-2020)
- YP Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
- YV Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA ISO9001;2015 (Expiry date 04-Jun-2021)
- ZZ Caterpillar Inc. Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA ISO9001:2015 Cert (Exp. 28-Mar-2020)
- 20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018

Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021

Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017

Mapleton - 14001:2004 self-certification - issued January 2013

Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021

Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- VisionLink Daily offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- VisionLink Basic provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- VisonLink Essentials includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The "Cat Inspect" app offers multiple features geared to make regular machine inspections simple and useful.

- Daily Walkaround inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- Preventive Maintenance inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- Technical Analysis inspections are the most in-depth and are normally used once per year or when a
 machine is at the end of a customer's ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

 Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature:	ata L	Kedenth	Date:	3/13/19
		7		

AMENDMENT #1 TO CONTRACT #032119-CAT

THIS AMENDMENT is by and between Sourcewell and Caterpillar Inc. (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

- 1. This Amendment is effective upon the date of the last signature below.
- 2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

"Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar's MSRP for each piece of equipment purchased by Sourcewell's Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis."

Except as amended above, the Contract remains in full force and effect.

Sourcewell	Caterpillar Inc.
By: Jeremy Sawarta Jeremy Jer	By: Dawn Zink Dawn Lin III D850153CBFB0477
Date: 7/12/2021 7:35 PM CDT	Caterpillar Governmental Marketing Manager
Approved:	Date:
By: Chad Countle Chad Countle Director/CEO	
Date: 7/12/2021 8:38 PM CDT	

EXHIBIT "B"



159473-01-01

August 2, 2022

CITY OF LONG BEACH FLEET SERVICES ATTN AP DEPT 2600 TEMPLE AVE LONG BEACH, California 90806

Attention: JUAN L MERCADO

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: CB7 Vibratory Compactor including standard and optional equipment as listed below.

SOURCEWELL #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris Governmental Sales

One (1) New Caterpillar Inc. Model: CB7 including standard and optional equipment as listed below.

Standard Equipment

POWERTRAIN

Cat C3.4 ACERT Engine (101 HP / 75 kW, four-cylinder turbocharged)

Cyclonic air cleaner Water separator

ELECTRICAL

12-volt electric starting 120 ampere alternator Maintenance free battery - 1000 CCA Halogen working lights - bumper mounted (2 front-facing and 2 rear-facing)

Ultra clean fuel filter with intregrated electric prime fuel pump ECO mode throttle system Dual braking systems (service & parking) Two-speed hydrostatic transmission

Backup alarm and forward warning horn Cat engine and vehicle ECM's - ET

compatible Product Link ready

OPERATOR ENVIRONMENT

Isolated ROPS/FOPS structure Platform handrails / quardrails Four heavy-duty isolation mounts Power steering Adjustable, suspension, vinyl seat 50 mm (2") wide retractable seat belt Adjustable, tilt-steering column/ instrument panel Indicator light package with audible warning alarm for: -hydraulic oil pressure -hydraulic oil temperature -engine oil pressure

-engine coolant temperature

-glow plugs

-service fault indicator Fuel level gauge Water level gauge Service hour meter

Lockable, vandalism guard for instrument

Sliding, rotating seat Automatic speed control

Auto-vibe with adjustable on/off control

Vibe tachometer Speedometer

DRUMS

Smooth drum 1500 mm (59") wide x 1100 mm (43") diameter Two amplitudes with two vibe frequencies Front and rear self adjusting scraper

blades

Pod-style eccentric weight housing

FLUIDS

Premixed 50% concentration of extended life coolant with freeze protection

to -37C (-35F)

OTHER STANDARD EQUIPMENT

Locking engine enclosure Sealed for life hitch bearings Sight gauges: -hydraulic tank level -air restriction indicator Cap lock for hydraulic tank Articulated frame with safety lock Transport tie-down and lift points 208 L (55 gal) fuel tank capacity 745 L (197 gal) water tank capacity Quick connect hydraulic pressure test ports

MACHINE SPECIFICATIONS

MACHINE SPECIFICATIONS		
CB7 02A VIBRATORY COMPACTOR	541-9919	\$167,820.00
LANE 3 ORDER	0P-9003	\$0.00
ENGINE, CAT C3.6	550-7871	\$0.00
HITCH, STANDARD	556-3447	\$0.00
DUAL SYSTEM, 2A/2F	556-4403	\$0.00
HYDRAULICS, SOLID DRUM, STD	546-4792	\$0.00
LIGHTS, WORKING W/SIGNALS	583-4156	\$1,150.00
LIGHTS, LED, PREMIUM	556-6100	\$3,295.00
PLATFORM, ROPS/FOPS	556-4308	. \$0.00
ROTATION, HALF	583-4760	\$0.00
SWITCH, STD IGNITION	560-1623	\$0.00
CONTROL, STANDARD	586-7552	\$0.00
STEERING WHEEL, STD	561-2140	\$0.00
SEAT, STANDARD VINYL	556-4371	\$0.00
SEAT BELT, 3"	593-9841	\$0.00
STEPS, REFILL ASSIST, FRONT	581 -684 5	\$0.00
PRODUCT LINK, CELLULAR PLE743	585-8769	\$0.00
BUMPER COVER, STD	570-4247	\$0.00
OIL, HYD, STANDARD	556-7020	\$0.00
INSTRUCTIONS, ANSI	556-3657	\$0.00
MATS, COCOA	577-1902	\$1,590.00
CERTIFICATE OF ORIGIN	0P-4990	\$207.00

	C	aterpillar Machine P	ricing	· · · · · · · · · · · · · · · · · · ·			
Quantity	Description	Part Number	T	List Price	Di	count - 19%	 Total
1.	CB7 02A VIBRATORY COMPACTOR	541-9919	\$	167,820.00	\$	135,934.20	\$ 135,934.20
1	LANE 3 ORDER	OP-9003	\$	-	\$	-	\$ -
1	ENGINE, CAT C3.6	550-7871	\$	-	\$	•	\$
1	HITCH, STANDARD	556-3447	\$		\$	-	\$ -
1	DUAL SYSTEM, 2A/2F	556-4403	\$	_	\$	-	\$ -
1	HYDRAULICS, SOLID DRUM, STD	546-4792	\$		\$	-	\$ -
1	LIGHTS, WORKING W/SIGNALS	583-4156	\$	1,150.00	\$	931.50	\$ 931.50
1	LIGHTS, LED, PREMIUM	556-6100	\$	3,295.00	\$	2,668.95	\$ 2,668.95
1	PLATFORM, ROPS/FOPS	556-4308	\$		\$		\$ -
1	ROTATION, HALF	583-4760	\$	-	\$	•	\$ -
1	SWITCH, STD IGNITION	560-1623	\$		\$	-	\$
1	CONTROL, STANDARD	586-7552	\$		\$	-	\$ *
1.	STEERING WHEEL, STD	561-2140	\$	-	\$	-	\$ -
1	SEAT, STANDARD VINYL	556-4371	\$	-	\$	_	\$ -
1	SEAT BELT, 3"	593-9841	\$	-	\$	-	\$ _
1	STEPS, REFILL ASSIST, FRONT	581-6845	\$	-	\$	-	\$ -
1	PRODUCT LINK, CELLULAR PLE743	585-8769	\$	-	\$		\$ -
1.	BUMPER COVER, STD	570-4247	\$	-	\$	-	\$ -
1	OIL, HYD, STANDARD	556-7020	\$	-	\$	•	\$ -
1	INSTRUCTIONS, ANSI	556-3657	\$		\$		\$
1	MATS, COCOA	577-1902	\$	1,590.00	\$	1,287.90	\$ 1,287.90
1	CERTIFICATE OF ORIGIN	0P-4990		NET	\$	207.00	\$ 207.00
			\$	173,855.00	\$	141,029.55	\$ 141,029.55

	Dealership Pi	rep, Delivery and Customer Add ons		·	
Quantity	Description			Subtotal	Total
1	PREP/PRE DELIVER MACHINE		\$	1,200.00	\$ 1,200.00
1	SET SERVICE, PARTS & OPERATOR	CD/DVD	\$	1,200.00	\$ 1,200.00
1	MACHINE DELIVERY		\$	400.00	\$ 400.00
	1		\$	_	\$ -
		Subtot	al \$	2,800.00	\$ 2,800.00

WARRANTY & COVERAGE		
Standard Warranty: 12 MONTHS FULL MAC	HINE	
		,
Name of the Control o		
SOURCWELL SELL PRICE		\$143,829.55
SALES TAX (10.25%)		\$14,742.53
AFTER TAX BALANCE		\$158,572.08
F.O.B/TERMS:		
Delivered / Net 10 days		
Accepted by	on	
	Signature	



159455-01-02

August 3, 2022

CITY OF LONG BEACH FLEET SERVICES ATTN AP DEPT 2600 TEMPLE AVE LONG BEACH, California 90806

Attention: JUAN L MERCADO

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Inc. Model: CB2.7 Compactor including standard and optional equipment as listed below.

SOURCEWELL #032119-CAT

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Tony Mykris Governmental Sales One (1) New Caterpillar Inc. Model: CB2.7 Compactor including standard and optional equipment as listed below,

STANDARD EQUIPMENT

POWERTRAIN -CAT Inline three-cylinder diesel engine -with glow-plug heater -Fuel filter/water separator/electronic -priming pump and electronic water -indicator -

OPERATOR ENVIRONMENT --Engine preheat --High/low vibe frequency --Beacon status -Lockable, vandalism guard for - instrument panel -

POWERTRAIN -Dual element air cleaner with dust -ejection -Hydrostatic transmission -Service and parking brakes - spring -applied hydraulically released -

ELECTRICAL -Engine start switch with auto preheat -12-volt starting and charging system -85-ampere alternator -Maintenance free battery -Backup alarm and front facing warning -horn -Product Link ready -Beacon ready

OPERATOR ENVIRONMENT -Gauge Cluster: --Fuel level gauge --Hour meter --Engine Coolant Temperature Gauge --Emergency stop switch --Operator warning system indicators: --Parking brake engaged ---Hydraulic oil temperature high ---Engine oil low pressure ---Ejectrical system voltage low --Low fuel --Travel control, single lever

OTHER STANDARD EQUIPMENT -Lockable hydraulic tank cap -Articulated frame with safety lock -3 point hitch -4 transport tiedown and 4 lift points -Quick connect hydraulic pressure -test ports + 1 SOS port -Caterpillar o-ring face-seals couplings -Offset hitch with 50 mm (2") of -manual adjustment -Ecology drains: --Hydraulic Tank --Radiator --Engine Oil -

OPERATOR ENVIRONMENT -Retractable seatbelt -2 platform handrails / single guardrail -Steering wheel spinner -12-volt power point -Sealed storage compartment -Isolated operator platform -Vibration reducing, diesel resistant -rubber floormat

DRUMS -Two smooth drums: 1200 mm (47") -wide x 720 mm (28") diameter -Single amplitude with dual frequency -vibratory system -Pressurized drum watering system with -selectable continuous or intermittent -flow -

FLUIDS -Premixed 50% concentration of extended -life coolant with freeze protection -to -37C (-35F) -

OTHER STANDARD EQUIPMENT -Lockable engine enclosure with safety -hold open latch -Sealed for life hitch bearings -Sight dauges; --Hydraulic tank level --Engine Coolant

MACHINE SPECIFICATIONS		
CB2.7 03A UTILITY COMPACTOR	543-2140	\$66,900.00
LANE 2 ORDER	0P-9002	\$0.00
ENGINE, CAT C1.7T	621-4038	\$0.00
LIGHTS, WORKING, LED	568-5154	\$0.00
SWITCH, BATTERY DISCONNECT	565-3708	\$139.00
SEAT, WITH SAFETY SWITCH	573-5962	\$690.00
SUPPORT, SLIDING FOR SEAT	364-2279	\$920.00
SEAT BELT, 3"	542-6995	\$174.00
ROPS, FOLDABLE, LOCKABLE	574-6088	\$2,190.00
TRAVEL CONTROL, CUP HOLDER	453-9461	\$73.00
PRODUCT LINK, CELLULAR PL243	577-1414	\$0.00
PLUG (NON SINGLE LIFT)	503-1603	\$0.00
GUARDS, BUMPER	569-8093	\$101.00
DRUM SCRAPER, FOLDING	603-5887	\$249.00
OIL, HYD, STANDARD	574-6039	\$0.00
INSTRUCTIONS, ANSI	574-6030	\$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
CERTIFICATE OF ORIGIN	0F-5109	\$108.00
ROLL ON-ROLL OFF	0G-0044	\$0.00

		Caterpillar Machine P	ricing				•	
Quantity	Description	Part Number		List Price	Dis	count - 19%		Total
1	CB2.7 03A UTILITY COMPACTOR	543-2140	\$	66,900.00	\$	54,189.00	\$	54,189.00
1	LANE 2 ORDER	OP-9002	\$	-	\$	-	\$	······································
1	ENGINE, CAT C1.7T	621-4038	\$	-	\$	_	\$	-
1	LIGHTS, WORKING, LED	568-5154	\$	-	\$	-	\$	~
1	SWITCH, BATTERY DISCONNECT	565-3708	\$	139.00	\$	112.59	\$	112.59
1	SEAT, WITH SAFETY SWITCH	573-5962	\$	690.00	\$	558.90	\$	558.90
1	SUPPORT, SLIDING FOR SEAT	364-2279	\$	920.00	\$	745.20	\$	745.20
1	SEAT BELT, 3"	542-6995	\$	174.00	\$	140.94	\$	140.94
1	ROPS, FOLDABLE, LOCKABLE	574-6088	\$	2,190.00	\$	1,773.90	\$	1,773.90
1	TRAVEL CONTROL, CUP HOLDER	453-9461	\$	73.00	\$	59.13	\$	59.13
1	PRODUCT LINK, CELLULAR PL243	577-1414	\$	-	\$	-	\$	
1	PLUG (NON SINGLE LIFT)	503-1603	\$	-	\$	H .	\$	-
1	GUARDS, BUMPER	569-8093	\$	101.00	\$	81.81	\$	81.81
1	DRUM SCRAPER, FOLDING	603-5887	\$	249.00	\$	201.69	\$	201.69
1	OIL, HYD, STANDARD	574-6039	\$	-	\$	4	\$	
1	INSTRUCTIONS, ANSI	574-6030	\$	-	\$	-	\$	
1	SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$	-	\$	-	\$	
1	CERTIFICATE OF ORIGIN (NET)	0F-5109	\$	108.00	\$	108.00	\$	108.00
1	ROLL ON-ROLL OFF	0G-0044	\$	-	\$	-	\$	
			1	***	\$	*	\$	-
					\$	-	\$	
			 	•			\$	-
			1					
			\$	71,544.00	\$	57,971.16	\$	57,971.16

	Dealership Pro	p, Delivery and Cust	omer Add ons	 _ ;	•	
Quantity	Description			Subtotal	1	Total
1	PREP/PRE DELIVER MACHINE			\$ 1,200.00	\$	1,200.00
1	SET SERVICE, PARTS & OPERATOR	CD/DVD		\$ 1,200.00	\$	1,200.00
1	MACHINE DELIVERY			\$ 400.00	\$	400.00
				\$ _	\$	-
			Subtotal	\$ 2,800.00	\$	2,800.00

1	MACHINE DELIVERY			\$ 400.00	\$ 400.00
				\$ -	\$ -
			Subtotal	\$ 2,800.00	\$ 2,800.00
	ITY & COVERAGE d Warranty: 12 MONTHS FU	LL MACHINE			
SALES	EWELL SELL PRICE (AX (10.25%) TAX BALANCE				\$60,771.16 \$6,229.04 \$67,000.20
F.O.B/TEI Delivered	R MS: / Net 10 days				
Accepted	by	on			
		Signature			