# OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511

#### <u>AGREEMENT</u>

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THIS AGREEMENT is made and entered, in duplicate, as of July 15, 2022 for reference purposes only, pursuant to Resolution No. RES-22-0107 adopted by the City Council of the City of Long Beach at its meeting on July 5, 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 375-kilowatt emergency generator and trailer, through Caterpillar Corporation'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 375-killowatt emergency generator and trailer, Contract No. 120617-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-22-0107 authorizes the City to purchase

the 375-killowatt emergency generator and trailer by virtue of the Sourcewell Contract;

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.

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- B. Contractor shall sell, furnish and deliver to the City a 375killowatt emergency generator 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 Eighty-Nine Thousand, Nine Hundred Eighty-Three Dollars (\$289,983), including tax and To the extent that the Sourcewell Contract and this Agreement are shipping. inconsistent, the following priority shall govern: (1) this Agreement and (2) the Sourcewell Contract.
- C. Payment for the emergency generator purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the emergency generator by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.
  - All warranties shall accrue to the City of Long Beach. D.
- Neither this Agreement nor any money that becomes due to 2. Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.
- Any notice given under this Agreement shall be in writing and 3. 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.
- The terms appearing on the Sourcewell Contract are incorporated in this Agreement.
- Contractor shall cooperate with the City in all matters relating to self-5. accrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.
- This Agreement and all documents which are incorporated by 6. reference in this Agreement constitute the entire understanding between the parties and



# **National Joint Powers Alliance®**

### REQUEST FOR PROPOSAL

for the procurement of

# ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

#### **RFP Opening**

DECEMBER 7, 2017

8:30 a.m. Central Time At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

#### RFP #120617

The National Joint Powers Alliance® (NJPA), on behalf of NJPA 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 #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

#### RFP Timeline

October 19, 2017

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: http://www.nipacoop.org/oregon-advertising and also RFP Appendix B), in the print and online

http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX,

Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.

November 16, 2017 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.

November 29, 2017

Deadline for RFP questions.

December 6, 2017 4:30 p.m. CT

Deadline for Submission of Proposals. Late responses will be returned unopened.

**December 7, 2017** 

Public Opening of Proposals.

8:30 a.m. CT

Direct questions regarding this RFP to: Chris Robinson at <a href="mailto:chris.robinson@njpacoop.org">chris.robinson@njpacoop.org</a> or (218) 895-4168.

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#### 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 NJPA 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** NJPA 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 NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.
- <u>2.2</u> NJPA 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 NJPA

- 3.1 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.
- <u>3.2</u> Under the authority of Minnesota state laws and enabling legislation, NJPA 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 NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <a href="www.njpacoop.org">www.njpacoop.org</a>.
- <u>3.3</u> NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA'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> NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA 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 NJPA 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 NJPA 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 <a href="http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/">http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/</a>.
  - 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.

#### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

- <u>3.6</u> 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 NJPA member agencies.
  - <u>3.6.2</u> NJPA 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.
- <u>3.7</u> 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 NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.
- 3.9 NJPA 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 NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA 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 NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.
- **3.11** Beyond our primary intent, NJPA 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 NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA 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, NJPA may petition NJPA'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;
- <u>3.11.3</u> 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 NJPA and NJPA 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 NJPA and the NJPA Member agencies.
- 3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.
- <u>3.13</u> Non-Manufacturer Awards: NJPA 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 NJPA 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 NJPA, 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 NJPA and its Member agencies nationally within the scope of ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.
- 3.17 Additional Scope Definitions: In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, this solicitation should be read to include, but not to be limited to:
  - <u>3.17.1</u> **Primary Offerings:** Proposer's primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

- <u>3.17.2</u> Incidental or Complementary Offerings: in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.
- <u>3.17.3</u> NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

#### 3.17.3.1 Omitted.

- <u>3.18</u> 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 NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.
- 3.19 Best and Most Responsive Responsible Proposer: It is the intent of NJPA 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 the NJPA and NJPA 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 NJPA and NJPA 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 NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.
- <u>3.20</u> Sealed Proposals: NJPA 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 NJPA and its current or qualifying future NJPA 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 NJPA and its Members. NJPA 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 NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

- <u>3.23</u> Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:
  - <u>3.23.1</u> Scope of Equipment/Products/Services: NJPA 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 NJPA current and potential Members.
  - 3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA 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 NJPA and NJPA Members are possible. Examples could include:
    - <u>3.23.3.1</u> Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either inhouse 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 NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors
    - <u>3.23.3.3</u> Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA 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 NJPA Members' needs.
  - 3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA 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.

- <u>3.25</u> Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.
  - <u>3.25.1</u> NJPA 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 NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.
- <u>3.26</u> Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

#### 3.27 [This section is intentionally blank.]

- <u>3.28</u> Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.
  - <u>3.28.1</u> 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.
- <u>3.29</u> Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 NJPA and its Members.
  - <u>3.30.1</u> 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 NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:
    - <u>3.30.2.1</u> demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;
    - <u>3.30.2.2</u> Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and
    - <u>3.30.2.3</u> differentiate equipment/products and services from other industry manufacturers and providers.

- <u>3.31</u> 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.
- <u>3.33</u> **Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.
- 3.34 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 NJPA member. Failure to submit a minimum warranty may result in non-award.
- <u>3.35</u> 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 NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA 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 NJPA and our member agencies within the defined scope of this RFP.
- <u>3.37</u> While NJPA 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. <u>NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.</u>

#### 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 NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

#### C. IDENTIFICATION OF KEY PERSONNEL

- <u>4.3</u> Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. 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 NJPA.

#### D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

- <u>4.5</u> Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, <u>Exceptions To Proposal</u>, <u>Terms</u>, <u>Conditions And Solutions Request</u>.
- <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.
- <u>4.8</u> All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."
- 4.9 All proposals must be physically delivered to NJPA 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, NJPA'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 NJPA form and that the document is readable by NJPA.

- 4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.
  - 4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "Hold for Proposal Opening," and the deadline for proposal submission. NJPA 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 with the NJPA 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.

#### F. QUESTIONS AND ANSWERS ABOUT THIS RFP

- <u>4.14</u> Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA 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. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.
- **4.16** If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.
- **4.17** If NJPA 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.
- <u>4.18</u> Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA 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. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at <a href="www.njpacoop.org">www.njpacoop.org</a> (under "Current and Pending Solicitations") and from the NJPA 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 NJPA 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 NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The

notice must be delivered to NJPA 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA 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 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. NJPA documents the receipt of proposals by immediately time- and date-stamping them. At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

#### I. NJPA'S RIGHTS RESERVED

- **4.24** NJPA may exercise the following rights with regard to the RFP.
  - **4.24.1** Reject any and all proposals received in response to this RFP;
  - <u>4.24.2</u> 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 NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;
  - 4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;
  - <u>4.24.6</u> Extend the Contract, in increments determined by NJPA, 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 NJPA;
  - 4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA 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. NJPA 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.

#### 4 PRICING

<u>5.1</u> NJPA 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.

5.2 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, NJPA makes no guarantees about the quantity of products or services that members will purchase. The estimated annual value of this contract is \$30 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 NJPA.

- <u>5.3</u> Regardless of the payment method selected by NJPA or an NJPA 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

- <u>5.5</u> 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.
- <u>5.8</u> Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft<sup>®</sup> Excel<sup>®</sup>) 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 NJPA, 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

- <u>5.16</u> 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 NJPA. 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 NJPA 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 NJPA 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 NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA 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 NJPA 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 NJPA 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> NJPA or NJPA 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.
- 5.27 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 NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA 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 an NJPA 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 NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.
- <u>5.30</u> NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA 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 NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."
- <u>5.32</u> 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.
- 5.33 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.
- <u>5.35</u> 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 NJPA 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:* NJPA 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 NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA 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. NJPA 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, NJPA 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 NJPA 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.]

- <u>5.51</u> 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 NJPA or NJPA Member. NJPA and NJPA 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 NJPA or the NJPA Member.
- 5.53 NJPA 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 NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

<u>5.54</u> 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.

#### 5 EVALUATION OF PROPOSALS

#### A. PROPOSAL EVALUATION PROCESS

- <u>6.1</u> The NJPA 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.
- <u>6.2</u> NJPA 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 NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.
- <u>6.3</u> The NJPA Board of Directors 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

- <u>6.4</u> 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.
- <u>6.5</u> 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

- <u>6.10</u> In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA 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 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA 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. NJPA 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 NJPA 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 NJPA Members.

#### 6.12 [This section is intentionally blank.]

6.13 NJPA 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 NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 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 NJPA reserves the right to reject any or all proposals.

#### E. COST COMPARISON

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

6.17 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. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

#### 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 NJPA 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. NJPA 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** NJPA 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 NJPA 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 NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA 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 NJPA contract to current and potential Members nationwide. NJPA

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 NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.
- <u>6.19.4</u> Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA 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 an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-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 NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.
  - <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 NJPA 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 NJPA 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 NJPA Members is desired whenever possible.
- <u>6.19.7</u> An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.
- <u>6.20</u> Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA 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 NJPA.

#### G. CERTIFICATE OF INSURANCE

<u>6.21</u> 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 NJPA 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, NJPA 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.
  - <u>6.23.1</u> 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. NJPA 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. NJPA 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 NJPA 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> NJPA 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 NJPA's Members.

#### 6.28 [This section is intentionally blank.]

#### I. ADMINISTRATIVE FEES

- <u>6.29</u> Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA 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 NJPA Members under this Contract, including anything represented to NJPA 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 NJPA 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 NJPA'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.
  - 6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA 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. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.
  - <u>6.29.5</u> NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

#### 6.30 through 6.32 [This section is intentionally blank.]

#### J. VALUE-ADDED ATTRIBUTES

- <u>6.33</u> **Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA'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.
- <u>6.34</u> Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA 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 NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.
- <u>6.35</u> Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA 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 NJPA 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

<u>6.39</u> NJPA 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 NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA 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 NJPA, NJPA 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 NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.
- 7.4 Specialized Service Requirements. In the event that the NJPA 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 NJPA 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 NJPA Member and Vendor. NJPA, 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. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

<u>7.5</u> **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, NJPA 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 NJPA'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. NJPA MEMBER SIGN-UP PROCEDURE

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

#### C. REPORTING OF SALES ACTIVITY

<u>7.8</u> Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA 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 NJPA 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 NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA 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 NJPA or its agents in order to ensure compliance with this Contract.

#### E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA 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: NJPA 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 [NJPA Member name]."

#### F. TRADE-INS

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

#### G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA 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 NJPA 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, the NJPA 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.
  - <u>7.14.1</u> The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;
  - 7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;
  - <u>7.14.3</u> NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA 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;
  - 7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;
  - **7.14.6** The Vendor fails to properly report quarterly sales;
  - <u>7.14.7</u> The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA 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 NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA'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 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or

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

- 7.17 NJPA 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 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA 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 NJPA. Such terminations are effective upon written notice from NJPA 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
  - **8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

#### B. APPLICABLE LAW

#### **8.2** [This section is intentionally blank.]

- 8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA'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 NJPA Member must make its own determination whether NJPA'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 NJPA contracts resulting from this solicitation.
- <u>8.5</u> Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA 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.]

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

- <u>8.9</u> Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA 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 NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA 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 the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (<a href="www.njpacoop.org">www.njpacoop.org</a>).
- **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. NJPA 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

<u>8.13</u> NJPA 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 NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

#### E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

<u>8.14</u> 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 NJPA'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 NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA 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 NJPA, its agents, and employees, from any judgments or damages awarded against NJPA 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 NJPA 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 NJPA Board of Directors 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 NJPA and NJPA 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 NJPA and NJPA 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 NJPA or an NJPA 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 NJPA 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> And protests must be filed with NJPA'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 NJPA 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;
  - <u>8.25.7</u> 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 NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### M. SUSPENSION OR DISBARMENT STATUS

<u>8.26</u> If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA 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

- 8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA 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 NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### O. SEVERABILITY

8.29 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 NJPA 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.

#### 9 FORMS

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

#### Form A



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

Proposer Name:Q	uestionnaire completed by:
Please identify the person NJPA should correspond with from now through the Award process:	
Name:	E-Mail address:

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA 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.
- 2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES 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 NJPA 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 NJPA 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 employers (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 NJPA 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 NJPA 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 NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-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 NJPA 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) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

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



# **PROPOSER INFORMATION**

Company Name:		
Address:		
City/State/Zip:		
Phone:		
Toll-Free Number:	E-mail:	
Website Address:		
	COMPANY PERSONNEL CONTACTS	
Authorized signer for your organize	<u>ution</u>	
Name:		-
Email:		
The person identified here must have of the Proposer.	proper signing authority to sign the "Proposer's Assurance of Complia	nce" on behalf
Who prepared your RFP response?		
Name:	Title:	
Email:	Phone:	
Who is your company's primary co	ntact person for this proposal?	
Name:	Title:	
Email:	Phone:	
Other important contact information	<u>on</u>	
Name:	Title:	
Email:	Phone:	***********
Name:	Title:	
Email:	Discourse	

# Form C

# EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,



Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
26 / Page 22	Vendors' certificate(s) must include alt subcontractors as additional insureds under its policies		NJPA Accepts
16 / Page 26 -27	The Vendor must disclose to NJPA any litigation, bankruptey, or suspensions/disbarments that occur during the Contract period.	As a large international enterprise, Caterpillar Inc. can manage numerous litigation and other proceedings all over the globe for itself and for its subsidiaries and its affiliates Caterpillar Inc agrees to provide the information requested in 7.16 for activities that directly impact Caterpillar Inc. 's performance obligations under the NJPA contract.	NJPA Accepts
1 / Page 28	Prevailing wage: The Vendor must comply with applicable prevailing wage legislanon in effect in the jurisdiction of the NJPA Member	Caterpillar Inc will use its subcontractors, who are independently owned and operated Dealers, to provide services to NIPA Members Caterpillar Dealer's will comply with the applicable prevailing wage legislation required for the services provided to NIPA Members in their jurisdictions.	NJPA Accepts
			· = 110-10 · · · · · · · · · · · · · · · · · · ·
oser's Signatu	ire: DwVMm	Date	:: <u>11/21/2</u>
NJPA's cla	rification on exceptions listed a	above:	

# Contract Award RFP #120617

### FORM D



# Formal Offering of Proposal

(To be completed only by the Proposer)

# ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, 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:	No	vember 21	, 2017	***************************************
Company Address:	100 NE Adams Street		anamenen kanna (Kanna Karis III) (Karis Karis III)			
City: Peoria		State: _	IL	Zip:	61629	
Contact Person: Se	th Charna	Title:	Indust	try <b>Re</b> p <b>res</b> e	entative	
Authorized Signature:	Bart Myers	But fl	'n		N. S.	
		•			(Name printed or typed	f)

# FORM E CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

Based on NJPA'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 NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (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 NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:	
NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE	Jeremy Schwartz  (NAME PRINTED OR TYPED)
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE	Chad Coauette (NAME PRINTED OR TYPED)
Awarded on January 25, 2018	NJPA Contract # 120617-CAT
Vendor Authorized Signatures:	**************************************
The Vendor hereby accepts this Contract aw	ard, including all accepted exceptions and amendments.
Vendor Name Caterpillar Inc.	
Authorized Signatory's Tifle General Manage	er - IPSD Power Generation
But Mun	Bart Myers
VENDOR AUTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)
Executed on <u>January 26</u> , 20 <u>18</u>	NJPA Contract # 120617-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 NJPA 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 NJPA, or any person, firm, or corporation under contract with NJPA, 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 NJPA 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 NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA 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 NJPA 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 NJPA for reasonable measures that NJPA takes to uphold such a data designation.

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

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

Company Name: Caterpillar Inc.
Address: 100 NE Adams Street
City/State/Zip: Peoria, IL 61629
Telephone Number: (309) 675-1000
E-mail Address: Contact Seth Charna: Charna_Seth@cat.com
Authorized Signature: S.M.M.
Authorized Name (printed): Bart Myers
Title: General Manager - IPSD Power Generation
Date: November 21, 2017
Notarized
RATMONY CHHUTH Notary Public, State of Texas Comm. Expires 09-10-2020 Notary ID 129118195
Subscribed and sworn to before me this 2/ day of November, 20/7
Notary Public in and for the County of Harris State of Texas
My commission expires: $\frac{9/10/2020}{10/1000000000000000000000000000000000$
Signature: / refuser/ Chill

# Form G



# OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

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:	<u>Its</u>
• •	
	Its

### Form P



### PROPOSER QUESTIONNAIRE

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

Proposer Name:	Caterpillar Inc	
Questionnaire completed by:	Seth Charna	

### **Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
  Payment terms that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly equivalent to local competition. Payment terms will be made very clear to potential NJPA customers upon quotation.
- 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?
  - Caterpillar Financial offers financial tools for NJPA Members through the Caterpillar Dealer Network on a case by case basis. Leasing terms that Caterpillar Dealers would offer to NJPA Members vary by dealers, but are most certainly equivalent to local competition. Leasing terms will be made very clear to potential NJPA customers upon quotation.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
  - The order process will not change compared to the current NJPA contract. The NJPA Member references the NJPA contract number on the P.O., which is then presented directly to their local Caterpillar Dealer.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

- 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.
  10) The pricing 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.

    \_\_\_\_\_c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 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.
- 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 inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA 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 NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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.)

#### **Industry-Specific Questions**

- 19) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
  - a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
  - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.28) Provide a general overview of your products EPA compliance.29) Identify the lifecycle cost of ownership of your generator solutions.

α' ,	Data	
Signature:	Date:	





			Electronic Copy
Check when		Hard Copy Required	Required - CD or
Completed	Contents of Your Bid Proposal	Signed and Dated .	Flash Drive
	Form A: Proposer Questionnaire with all		
	questions answered completely	X - signature page only	X ,
	Form B: Proposer Information		Х
	Form C: Exceptions to Proposal, Terms,		
	Conditions, and Solutions Request	х	Х
	Form D: Formal Offering of Proposal	x	х
	Form E. Contract Acceptance and Award		Х
	Form F: Proposers Assurance of Compliance	x	х
	Form P: Proposer Questionnaire with all		
	questions answered completely	X-signature page only	x
	Certificate of Insurance with \$1.5 million coverage	x	x
	Copy of all RFP Addendums issued by NJPA	x	х
	Pricing for all Products/Equipment/Services		
	within the RFP being proposed		X
	Entire Proposal submittal including signed		
	documents and forms.		X
	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"		
	Response Package mailed and delivered prior to		
	deadline to:		
	NJPA, 202 12th St NE, Staples, MN 56479		

## 11 NJPA 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 NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA 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 NJPA product/price change naming convention: (Vendor Name) (NJPA 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*: NJPA 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

AWARDED VENDOR NAME:	IANGE	ES THAT APPLY:
	I	Adding Products/Services vices
		Deleting Products/Services
	] ]	Price Increase
NJPA CONTRACT NUMBER:	] ]	Price Decrease

# 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."
,
·
TO 11' 1
If adding products, state how these are within the scope of the original RFP.
TO I I I I I I I I I I I I I I I I I I I
If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contraction.
pricing.
)

# Section 4. Complete Restatement of Pricing Submitted

	E restatement of the pricing, including all emailed to the Vendor's Contract Adminis	new and existing products and services is attach strator.	e
□ Yes	□ No		
Section 5. Sign	natures		
Vendor Autho	rized Signature	Date	
Print Name and	d Title of Authorized Signer		
T G 1	ANTIPA Di La CCC di Contrata	I D	
Jeremy Schwai	rtz. NIPA Director of Cooperative Contracts a	and Procurement/CPO Date	



# Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA 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://harvester.census.gov/imls/search/index.asp

http://nccsweb.urban.org/PubApps/search.php

http://www.usa.gov/Government/Tribal-Sites/index.shtml

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

http://www.nreca.coop/about-electric-cooperatives/member-directory/

Oregon

Hawaii

Washington



Washington	County	Acoth County Benton County	Chelan County Gallam County	Gark County Columbia County	Cawitz County Douglas County	Ferry County Franklin County	Garfield County Grant County	Grays Harbor County Hand Crimby	satish county Jeffeson County sing County	King County King County Directors' Association	Nesp County (drives County	Nichtar County Lewis County	Uncoin County Mason County	Okanogan County Pacific County	Pend Oreille County Pierce County	San Juan County Skagit County	Skamania County Snohomish County	Spokane County Stevens County	Threston County Threston Regional Planning Council	Wahkakun County	Water Souny Water County Whites County	Yakima County	Yakima County Public Services Yakima Valley Conference of Governments	numapainty City of Aberdeen	City of Airway Heights City of Aigona	City of Anacortes City of Arlington	City of Acotin City of Auburn	City of Bainbridge Island City of Battle Ground	City of Bellevue City of Bellingham	City of Benton City City of Bingen	City of Black Diamond City of Blatne	City of Bonney Lake City of Botheli	Gity of Bremerton	City of Bridgeport	City of Buckley	City of Burlier City of Burlington	City of Camadon	City of Cashmere City of Castle Rock	City of Centralia City of Chehalis	City of Chelan	City of Chewelah City of Chewelah City of Chewelah	City of Claim Ci	City of Coffee City of Coffee City of College Place	Clty of Colville
quan.	U. Constant	Box Elder County Cache County Cache County				Rive County Association of Governments Garfield County	Grand County Iron County	Jush County	Adjact County Magnetic County	Plute County	Not County Salt Lake County	San Julin County Sampete County	Sevier County Summit County	Tooele County Uintah County	Utah County Wasatch County	Washington County Wayne County	Weber County Municipality	Centerfield City rito of Aloine City	City of Apprican Fork	City of Ballard	City of Beaver City of Blanding City of Blanding	City of Bountful	City of Brigham City of Castle Dale	City of Cedar Hills	City of Centerville City of Clearfield	City of Clinton City of Coalville	City of Colorado City City of Corinne City	City of Cattorwood Heights City of Delta	City of Draper City of Duchesne	City of East Carbon City of Elk Ridge	City of Elmo	City of Enterprise	City of spanner	City of Europea City of Fairwise	City of Farming Lan City of Farr West	City of Ferron City of Fillmore	City of Fountain Green City of Fruit Heights	City of Garland City of Grantsville	City of Green River City of Gunnison	City of Harrisville	City of Heber City City of Heber City	city of Highland City of Highland	city of holiade City of Holiade City of Honovollie	City of Hosper
South Croules	South Left of the County Asia Hand Count	Abbewine County Aliken County Allendale County	Anderson County Bamberg County	Barnwell County Beaufort County	Berkeley County Calhoun County	Catawba Regional Council of Governments Central Midlands Council of Governments	Charleston County Chernless County	Chester County	Cleaned County	Collecton County Darlington County	Dillon County Dorthester County	Edgefield County Fairfield County	Horence County Georgetown County	Greenville County Greenwood County	Hampton County Horry County	Jasper County Kershaw County	Lancaster County Laurens County	Lee County Landachan County	tower Savannah Council of Governments	Mariboro County	McCormick County Newberry County	Oconee County Orangeburg County	Pickers County Richland County	Saluda County Spartanburg County	Sumter County Union County	Williamsburg County York County	Municipality City of Abboolia	City of Alken City of Anterson	City of Barnwell	City of Belton City of Belton City of Remeticality	City of Bishopville	City of Campus	City or Chesnee	City of Chester City of Chesson	City of Culmon City of Columbia	City of Comway City of Darlington	City of Denmark City of Dillon	City of Easley City of Florence	City of Folly Beach City of Forest Acres	City of Fountain inn	City of Gaffney City of Georgetown	Lity of observable	Lity of Green City of Green	City of Hardeeville
uses).	Ajunoj	Baker County Benton County Gentral Greeo Intercovernmental Council	8	Clarsop County Columbia County	Cook County Crook County	Curry County Deschutes County	Douglas County Cillian County	Grant County	Harrey County Hood River County	Jackson County Jefferson County	Josephine County Klamath County	Lake County Lane Council of Governments	Lane County Lincoln County	Linn County Matheur County	Marion County Marion County Housing Authority	Morrow County Multinomash County	Palk County Sherman County	Tillamor County	Union County Union County	Wallowa County Wasco County	Washington County Wheeler County	Yambili County Municipality	City of Adait Village City of Adrian	City of Albany City of Amity	City of Arlington City of Ashland	City of Astoria City of Athena	Gity of Aumsville	City of Sandon City of Sandon	City of Banks	City of Seaverton	City of Boardman	City of Brownsville	City of Canby	City of Cannon Beach City of Canyenville	City of Cariton City of Cascade Locks	City of Cave Junction City of Central Point	City of Chiloquin City of Clatskanie	City of Coburg City of Columbia City	City of Condon City of Condon	City of Coquille	City of Cornelius City of Corvailis	City of Cottage Grove City of Cove	City of Creswell City of Cuber City of Cuber	city of Damascus
Appendix B - Political Subdivision List for Hi, Ib, OR, SC, UT, WA		Havail County Ada County Kaual County Adams County Mani County Rannork County Rannork County	v of Honolulu	Higher Education Bingham County Hawaii Community College	Honolulu Community College Roman Roman County Roman County	University of Hawaii Research Corporation Bonneville County Mindeaved Commenter Cellege Mandeaved Commenter Cellege	Education (K-12) Educat	Nandameha Schools  Canyon County  Canyon County	Special District Caribou County Hawail Community Development Authority Cassia County	Hawaii Public Housing Authority Clark County Hawaii Tourism Authority Clearwater County	Honolulu Authority for Rapid Transportation Custer County Natural Energy Laboratory of Hawail Authority Elmore County	State Franklin County Hawaii Department of Accounting and General Servin Fremont County	Hawaii Department of Finance and Administration Gem County Hawaii Department of Health Gooding County	Hawaii Employer-Union Health Benefits Trust Fund Idaho County Hawaii Health Systems Corporation	State Of Hawall Jerome County Rootenal County	Latah County	Lewis County Involve Single County	Madisor County	Minidoka County Nez Perce County	Oneida County Owyhee County	Payette County Power County	Shoshone County Teton County	Twin Falls County Valley County	Washington County Municipality	City of Aberdeen City of Albion	City of American Falls City of American Falls	City of Arco	city of Ashton City of Ashton City of Ashton	City of Atomic City	City of particular, City of Bellevine	Topograma in Ario	City of Bolse	City of Bornil City of Bovill	City of Buhl City of Burley	City of Caldwell City of Cambridge	City of Carey City of Cascade	City of Castleford City of Challis	City of Chubhuck	City of Clitton City of Clitton	City of Council	City of Craigment City of Creuch	City of Quidesac City of Dalton Gardens	City of Dayton City of Deary City of Deary	City of Domelly City of Domelly

Washington	City of Connell	City of Covington	City of Davenport	City of Dayton City of Daer Park	City of Deer Park	City of DuPont	City of Davail City of East Wenatchee	City of Edgewood	City of Electric City	City of Eleraburg	City of Endat	City of Enumciaw	City of Everett	City of Everson City of Everson	City of Ferndale	City of Rie	City of Forks	City of George	Lity of oig nation City of Gold Bar	City of Goldendale	City of Grandview	City of Granger	City of Granite Falls	City of Hoquian	City of Ilwaco city of Research	City of Kahlotus	City of Yalama	City of Kenmore	City of Kennewick	City of Kettle Falls	City of Nirkland	City of La Center	City of Lacey	City of Lake Forest Park City of Lake Stevers	City of Lakewood	City of Leavenworth	City of Liberty Lake City of Long Beach	City of Longview	City of Lynawood City of Lynawood	City of Mabton	City of Marysville	City of Mattawa	City of Medical Lake	City of Medina City of Mercer Island	City of Mesa	City of Milton	City of Montesano	City of Marton City of Marene Like	City of Mossyrack	City of Moxee	City of Mt. Vernon City of Mukilteo	City of Napavine	City of Newport	City of Nooksack City of Normandy Park	City of North Bend	City of North Bonneville City of Oak Harbor	City of Oakville City of Ocean Shores	City of Okanogan	Lity of Owak	City of Graville City of Orting	City of Othelio	
Crah	City of Huntington	City of Hyde Park	City of Hyrum	City of Wins	City of Kanab	City of Kaysville	City of La Verkin City of Layton	City of Lehi	City of Lewiston City of Undon	City of Logan	City of Mapleton	City of Marriott-Slaterville	City of Midvale	City of Midway	City of Millwille	City of Moab	City of Monroe	City of Monticello	City of Morgan City of Morgan	City of Mt. Pleasant City	City of Mutray	City of Naples	City of Nephi	City of North Logan	City of North Ogden	City of Oakley	City of Ogden	City of Orem	City of Panguitch	City of Park City City of Parowan	City of Payson	City of Perry	City of Pleasant Grove	City of Picasant View City of Price	City of Providence	Lity of Pichfield City of Richfield	City of Richmond City of River Heights	City of Riverdale	City of Riverton City of Roosevelt	City of Roy	City of Salina	City of Salt Lake City	City of Santa Clara	City of Santaquin City of Saratoea Springs	City of Smithfield City	City of South Ogden	City of South Salt Lake City City of South Weber	City of Spanish Fork	City of Spring City	Chy of St. George Chy of Sunnyside	City of Sunset	City of Taylorsville	City of Toquerville City of Toquerville	City of Tremonton	City of Unitah	City of Vernal City of Washington	City of Washington Terrace	City of Wellsville	City of Wendower City of West Bountiful	City of West Haven City City of West Jordan	City of West Point	
South Carolina	City of Hartsville	City of teman	City of Johnsonwille	City of Lake City	City of Lancaster City of Landrum	City of Laurens	City of Liberty City of Locis	City of Manning	City of Marion City of Mauldin	City of Mullins	City of New Ellenton	City of Newberry	City of North Augusta City of North Charleston	City of North Myrtle Beach	City of Pickens	City of Rock Hill	City of Simpsonville	City of Spartanburg	City of Sumter City of Teea Cay	City of Travelers Rest	City of Union	City of Walterboro	City of Wellford	City of West Columbia City of Westminster	City of Woodruff	Lity of York Town of Allendale	Town of Andrews	Town of Atlantic Beach Town of Awendaw	Town of Aynor	Town of Batesburg-Leesville Town of Bathune	Town of Blacksburg	Town of Blackville Town of Blankville	Town of Bluffton	Town of Blythewood Town of Bowman	Town of Branchville	Town of Briarciffe Acres Town of Brunson	Town of Calhour Falls Town of Cameron	Town of Campabello	Town of Central Town of Chapin	Town of Cheraw	town of Chesternera Town of Cho	Town of Gover	Town of Coward	Town of Cowpens Town of Denmark	Town of Donalds	Town of Duncan	Town of Edsefield	Town of Edisto Beach	Town of Elgin	Town of Elloree Town of Estill	Town of Eutawville	Town of Ft. Mill	Town of Furman Town of Gaston	Town of Gifford	Town of Govan	Town of Gray Court Town of Great Falls	Town of Greeleyville	Town of Harteyille	Town of Heath Springs Town of Hemingway	Town of Hilda Town of Hilton Head Sland	Town of Hadzes	
Oreston	City of Dayton	City of Daywille	City of Detroit	City of Donald	City of Orain City of Dundee	City of Dunes City	City of Durham . City of Easte Point	City of Eche	City of Egin City of Enterprise	Clty of Estacada	Lity of Eugene City of Fairview	City of Falls City	City of Forest Grove	City of Fossil	City of Gaston	City of Gates	City of Gernart	City of Gladstone	City of Giendale riss of Gold Reach	City of Gold Hill	City of Grants Pass	City of Gresham	City of Haines	City of Halsey	City of Happy Valley	City of Harrisburg	City of Heppiner	City of Hermiston City of Hillsboro	City of Hines	City of Hood River	City of Huntington	City of Idanha	City of Independence	City of Irrigon City of Island City	City of Jacksonville	City of Jefferson City of John Day	City of Johnson City	City of Junction City	City of Keizer City of Kine City	City of Marnath Falls	City of La Brande	City of Lafayette	City of Lake Oswego City of Lakeside	City of Lebanon	City of Lonerock	city of Lostine City of Lowell	City of Lyons City of Madras	City of Malin	City of Manzanita City of Maupin	City of McMinnville City of Medford	City of Metolius	City of Millersburg	City of Milton-Freewater City of Milwaukie	City of Molalia	City of Monroe	City of Monument City of Moro	City of Mosier	City of Mt. Vernon	City of Myrtle Greek City of Myrtle Paint	City of Newbern	City of Newport	
2	City of Dover	City of Downey	City of Dubols	City of Eagle	City of Eden City of Elk River	City of Enmett	City of Fairfield	City of Filer	City of Firth City of Franklio	City of Fruitland	City of Garden City City of Genesee	City of Georgetown	City of Glenns Ferry City of Gooding	City of Grace	City of Grand View	City of Greenleaf	City of Hagerman City of Halley	Clty of Hansen	City of Harrison	City of Hazelton	City of Heyburn	City of Homedale	City of Hope	City of Horseshoe Bend City of Huetter	City of idaho City	City of idaho Falls City of lakom	City of Island Park	City of Juliaetta	City of Kamiah	City of Kellogg	City of Ketchum	City of Kimberly	City of Kuna	City of Lapwai	City of Lewiston	City of Mackay City of Malad City	City of Marsing	City of McCammon	City of Melba	City of Meridian	City of Middleton City of Midvale	City of Moscow	City of Mountain Home City of Mulian	City of Murtaugh	City of New Meadows	City of New Plymouth City of Newdale	City of Nezperce	City of Orolino	City of Osburn City of Parker	City of Parma City of Paul	City of Payette	City of Pinehurst	City of Plummer City of Pocatello	City of Ponderay	City of Post Falls City of Potlatch	City of Preston City of Priest River	City of Rathdrum	City of Rexburg	City of Richfield City of Rigby	City of Riggins City of Riggins	City of Roberts	

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College of Bastern Utah Basis Applied Technology College Diale Applied Technology College Diale State University	Mountained Applied Technology College Rocko Mourtain Liniversity of Health Professions	Salt Lac Community College Commitments	Southern Utah University Tamble Andled Tachholom Callana	Moth Basin Applied Technology College	University of Utah University of Utah Hospitals and Clinics	Utah State University Utah System of Higher Education	Unah Valley University	week state officer and ucation (K-12)	Alpine School District Beaver County School District	Box Elder School District Cache County School District	Canyons School District	Centro De La Familia De Utah Head Start Program School District	Daggett School District Davis School District	Duchesne County School District Francy County School District	Freedom Preparatory Academy School District	Garfield County School District Grand County School District	Granite School District	Iron County School District Jordan School District	Juab School District	Nahe Louinty School District Logan City School District	Millard School District	Morgan School District Mountainland Head Start Program School District Office	Murray City School District	Nebo School District North Sanpete County School District	North Sanpete School District	North Summit School District Ogden City School District	Park City School District	Provo City School District	Rich County School District Rich School District	Rural Utah Child Development Head Start Program School District Off	Sair Lake Lity School District San Juan School District	Sevier School District South Sanbete School District	South Summit School District	Suu Head Start Program School Uistrict Thomas Edison Charter Schools	Tintle School District	Topeje County School District Uintah School District	Wasatch County School District	Washington County School District Wavne County School District	Weber School District	pecial District	Ash Creek Special Service District Ashley Valley Water and Sower Improvement District	Ballard Water and Sewer Improvement District	Bear Lake Special Service District Bear River Water Conservancy District	Benchland Water District	Benson Culinary Water Improvement District	Bona Vista Water Improvement District Cache Mosquito Abatement District	Cache Valley Transit District	Canyonlands Health Care Special Service District	Carbon County Housing Authority Carbon County Membridge Building Authority	Carbon County Recreation Transportation Special Service District	Carbon Water Conservancy District	Castle Valley Special Service District Cedar City Housing Authority	Cedar Mountain Fire Protection District	Cedarview-Montwell Special Service District Control Davis County Source District	Central fron County Water Conservancy District	Central Utah Water Conservancy District	Central Weber Sewer Improvement District Charleston Water Conservancy District	Copperton Improvement District	Cottonwood Improvement District
Town of Willston Town of Wilmsboro Town of Wilmsboro Town of Yemssee	gret reutsaturi Alken Technisal College Bosufort Januar Birhar Education Commission	pesaltal Carolina Technical College	Centron university Costal Carolina University	Conege of Charleston Dermark Technical College	Horence-Dartington Technical College Francis Marlon University	Greenville Technical College Horry-Georgetown Technical College	Lander University	Medical University of South Carbina Midlands Technical College	Northeastern Technical College Orangeburg-Calhoun Technical College	Pledmont Technical College South Carolina State Board for Technical and Comprehensive Educatio	South Carolina State University	South Carolina lectifical College Spartanburg Community College	Technical College of the Lowcountry The Citadel	Tri-County Technical College Teleboral Technical College	University of South Carolina	University of South Carolina, Alken University of South Carolina Unstate	Williamsburg Technical College	Winthrop University York Technical College	lucation (K-12)	Abbeville County School District Alken County Public Schools	Allendale County School District	Anderson County School Districts 1 and 2 Career and Technology Cent Anderson School District No. 1	Anderson School District No. 2	Anderson School District No. 3 Anderson School District No. 4	Anderson School District No. 5	Bamberg School District No. 1 Bamberg School Clistrict No. 2	Barnwell School District No. 45	Berkeley County School District	Biackville-Hilds Public Schools Calherin County School District	Charleston County School District	Cherokee County School District Chester County School District	Chesterfield County School District	Clarendon County School District No. 2	Clarendon County School District No. 3 Clover School District No. 2	Colleton County School District	Darlington County School District Delta R-V School District	Diffor County School District No. 1	Dilion County School District No. 2	Dillon County School District No. 3 Dillon County School District No. 4	Diocese Of Charleston Schools	Darchester School District No. 2 Darchester School District No. 4	Edgefield County Schools	Fairfield County School District	Forence County School District No. 2	Rorence County School District No. 3 .	Florence County School District No. 4 Florence County School District No. 5	Ft. Mill School District No. 4	Georgetown County School District	Greenville County School District	Greenwood School District No. 52	Hampton County School District No. 2	Hampton School District No. 1 Hamy County Schools	Jasper County School District	John de la Howe School District	Resistant County School District	Laurens County School District No. 55	Laurens County School District No. 56	Legacy Charter Schools	Lexington County School District No. 1
Columbia Gorge Community College Eastern Oregon University Ranant Community College District 1-and Community College	Lane Lommanisty College Univ.Benton Commanity College	Mc Hood Conmunity College Oregon Coast Community College	Oregon Legar ment of community Loneges and workforce Developing Oregon Health and Science University	Oregon institute of Technology Oregon State University	Oregon State University, Oregon Agricultural Experiment Station Oregon University System	Portland Community College Portland State University	Reed College					University of Oregon Western Oregon University			Amity School District 4J	Annex School District 29	Arack School District No. 81	Ashland School District No. 5 Ashwood School District	Astoria School District No. 1C	Athena-Weston School District No. 29RJ Rakor School District No. 51	Bandon School District	Banks School District No. 13  Bonnetter School District No. 48	Bend-La Pine Public Schools	Bethel School District No. 52 phathy exhaul District	Blachly School District 90	Brookings Harbor School District Camas Valley School District	Canby School District No. 86	Cascade School District No. 5 Centennial School District No. 28J	Central Curry School District No. 1	Central Point School District No. 6	Central School District No. 133 Clackamas Education Service District	Clarkanie School District No. 63	Columbia Gorge Education Service District	Condon School District No. 25J Coos Bay School District No. 9	Coquille School District No. 8	Corbett School District No. 39 Conallis School District No. 509)	Cove School District No. 15	Grane Elementary School District	Creswell School District No. 40 Crook County School District	Crow-Applegate-Lorane School District No. 66	Culver School District No. 4 Delles School District No. 2	David Douglas School District No. 40	Dayton School District No. 8	Douglas County School District	Douglas County School District No. 4	Douglas Education Service District	Eagle Point School District No. 9	Echo School District No. 5	Eigh School District	Enterprise School District No. 21	Estacada School District No. 108	Eugene School District No. 4J	Fern Ridge School District No. 28J	Forest Grove School District	Fossil scribol Listrict Z.L. Gaston School District 511.	Gervals School District	Gladstone School District	Stendare School District No. 77 Gilde School District	Grant County Education Service District
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Washington Education (K-12)	Aberdeen School District No. 5	Amin School District No. 17	Anacortes School District No. 103	Asotin-Anatone School District	Auburn School District No. 408	Battle Ground School District No. 303  Battle Ground School District No. 119	Bellevue Christian School District	Bellingham School District No. 501	Benge School District No. 122	Bickleton School District	Blaine School District No. 503	Boistfort School District No. 234 Bremerton School District	Brewster School District No. 111	Bridgeport School District No. 75 Brinnen School District No. 46	Burlington-Edison School District No. 100	Canas School District Cana Flattery School District No. 401	Capital Region Educational Service District No. 113	Carbonado Historical School District No. 19 Cascade Christian Schools	Cascade School District No. 228	Cashmere School District No. 222 Castle Rock School District No. 401	Central Missap School District No. 401	Central Valley School District No. 358 Centralla School District No. 401	Chehalls School District No. 302	Cheney School District No. 360 Chewelah School District No. 36	Chief Leschi School System	Chimacum School District No. 49 Clarketon School District No. 1950-185	Cle Elum-Rosiyn School District	Cover Park School District No. 400 Colfax School District No. 300	College Place School District No. 250	Colton School District No. 306 Columbia School District No. 206	Columbia School District No. 206, Stevens County	Columbia School District No. 400 Colville School District No. 135	Concrete School District No. 11	Cosmopolis School District No. 317	Coulee-Hartline School District No. 151 Conceadile School District No. 204	Crescent School District	Creston School District No. 73 Curlew School District No-50	Cusick School District	Darrington School District No. 330 Davenport School District No. 207	Dayton School District No. 2	Deer Park School District Dieringer School District	Dixle School District East Valley School District No. 361	East Valley School District No. 361, Spokane County	East Vailley School District No. 90, Yakima County Eastmont School District No. 206	Externelle School District No. 404	Educational Service District No. 112	Ellensburg School District No. 401 Elma School District No. 68	Endicott School District No. 308	Entiat School District No. 127 Enumciaw School District No. 216	Ephrata School District No. 165 Fauline School District No. 36	Everett School District No. 2	Evergreen School District No. 114, Clark County Evergreen School District No. 205	Federal Way Public Schools	Ferndale School District No. 502 Fife School District No. 417	Finley School District	Franklin Plerce School District No. 402 Freeman School District No. 358	Garfield School District No. 302	Glenwood School District Goldendale School District	Grand Coulee Dam School District	Grandview School District No. 200 Granner School District No. 204	Granite Falis School District No. 332
Utah Davis Community Housing Authority	Davis County Housing Authority	Davis-sait Lake Aerial Spray Authority  Duchesne County Upper Country Water Improvement District	Duchesne County Water Conservancy District	Emery County Municipal Building Authority	Emery County Special Service District No. 1	Emery Water Conservancy District Emieration Improvement District	Fruitland Special Service District	sanden Lity Fire District Grand County Housing Authority	Granger-Hunter Improvement District	Heber Valley Special Service District Hooser Water Improvement District	Jensen Water Improvement District	Johnson Water Improvement District Jordan Valley Water Concernancy District	Jordanelle Special Service District	Juab Special Service Fire District Kane County Water Conservancy District	Kearns Improvement District	Lake Point improvement District	Masser Water and Sewer Improvement District	Magna Mosquito Abatement District Magna Water District	Metropolitan Water District of Salt Lake and Sandy	Midwailey improvement District Midway Sanitation District	Milford Area Healthcare Service District	Moab Mosquito Abatement District Moah Valley Fire Protection District	Mountain Green Sewer Improvement District	Mountain Regional Water Special Service District Mountain Manu Special Special Chirtier	Mt. Olympus Improvement District	North Davis County Sewer District	North Davis Fife District North Emery Water Users Special Service District	North Fork Special Services District Month Bolone Calif Arbein Conden District	Not us forme south waste special set not obsure. North Summit Fire District	North Toole County Fire Protection District	North View Fire District	Ogden Housing Authority Ouray Park Water Improvement District	Park City Fire Service District	Price River Water improvement District Provo Housing Authority	Rockville/Springdale Fire Protection District	Roozevelt Lity Housing Authority Salt Lake City Housing Authority	Salt Lake City Mosquito Abatement District Salt Lake County Housing Authority	Sandy Suburban Improvement District	Scoffeld Reservoir Special Service District Sevier County Special Service District No. 1	Skyline Mountain Special Service District	Snyderville Basin Special Recreation District Snyderville Basin Water Reclamation District	Solid Waste Special Service District No. 1	South Davis Water District	South Ogden Conservation District South Salt Lake Valley Moscuito Abatement District	South Summit Fire Protection District	South Valley Sewer District	Southeastern Utah Housing Authority Spanish Valley Water and Sewer Improvement District	St. George Housing Authority	Stansbury Park improvement District Strawberry Electric Service District	Sugar House Park Authority Table Valley Park Cookins Conden District	Taylorsville-Bennion Improvement District	Thompson Special Service District Timpanogos Special Service District	Tooele County Housing Authority	Tooele County Recreation Special Service District Tridell-Lapoint Water Improvement District	Uintah Animal Control and Shelter Special Service District	Uintah County Municipal Building Authority Uintah Bre Suppression Special Service District	Unitah Health Care Special Service District	Uintah Highlands Water and Sewer Improvement District Uintah Mosaulto Abatement District	Untah Recreation District	Ulntah Transportation Special Service District Highah Water Concernant District	United Water Conservancy Usuno: Unified Fire Authority
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Grant School District No. 3	Grants Pass School District No. 7	Sreater Albany Public School District 8J Sresham-Barlow School District	Harney County School District No. 3	Harney Education Service District Harner School District No. 66	Harrisburg School District No. 7	Helix School District No. 1-R Hermistro School District	High Desert Education Service District	Hilsboro School District No. 11 Hood River County School District	Huntington School District No. 16J	Imbier School District No. 11 InherMountain Education Sendes District	lone School District R2	Jackson County School District No. 9	Jefferson County School District No. 509-3	Jefferson School District	John Day School District No. 3	Pordan Valley School District No. 3	Junction City School District No. 69	Klamath County School District Knameth Ealle City Schools	Knappa School District	La Grande School District No. 1	Lake Ed Service District	Lake Oswego School District No. 73			uncoin Lounty School Listrict Linn-Benton-Uncoln Education Service District	Long Creek School District No. 17	Lowell School District No. 71 Mapleton School District No. 32	Marcola School District No. 79J	McKenzie School District McMinnville School District No. 40	Medford School District No. 549C	Millon-Freewater School District No. / Mitchell School District No. 55	Molalia River School District Monument School District	Morrow County School District	Mt. Angel School District Multnomah Education Service District Consortium	Myrtle Point School District	Neah-Kah-Wie School District No. 56 Nestucca Valley School District No. 101	New Hope Christian Schools	North Bend School District No. 13	North Central Education Service District	North Douglas School District No. 22	North Lake School District North Marlon School District No. 15	North Santiam School District No. 29	North Wasco County School District No. 2.1 Northwest Regional Education Service District	Nyssa School District No. 26 Onlined School District	Oakridge School District No. 76	Ontario School District No. 8C Oregon City School District No. 62	Oregon Trail School District No. 46	raisiey school District no. 11 Parkrose School District No. 3	Pendleton School District No. 16 Perceptals School District No. 211	Philomath School District No. 171	Proentik-Lalent school District Pilot Rock School District No. 2	Pine Eagle School District No. 61	Pleasant Hill School District	Plush School District 18 Port Orferd analois School District No. 201	Portland Public School District No. 1	Powers School District No. 31	Maine Lity School Listuict No. 4 Prospect School District	Rainler School District No. 13 Padmond School District No. 21	Reedsport School District No. 105	Region 9 Education Service District	Reynolds School District No. 7 Riddle School District No. 70
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	Columbia River People's Utility District		Pomeroy School District No. 110
lfare	Columbia Soil and Water Conservation District		Port Angeles School District No. 121
	Coos County Airport District		Port Townsend School District No. 50
	Coos County Library Service District		Prescott actions place for 402-57
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	Cove Rural Fire Protection District		Puyallup School District No. 3
	Crooked River Ranch Rural Fire Protection District		Queets-Clearwater School District No. 20
	Crooked River Ranch Special Road District		Quilcene School District No. 48
	Curry Health District		Quillayute Valley School District No. 402
	Curry Public Library District		Quincy School District No. 144
	Dallas Cemetery District No. 4		Rainler School District No. 307
	Dean Minard Water District		Raymond School Lijstrict No. 116
	Dee Rural Fire Protection District		Reardan-Edwall School District
	Deschutes County 911 Service District		Renton School District No. 403
	Deschutes County Rural Fire District No. 1		Reputation School District
	Deschutes Valley Water District		Richard School District No. 400
	Devils Lake Water Improvement District		Ridgeheld School District No. 122
	Dexter Rural Fire Protection District		Rittville School District
	Douglas County Fire District No. 2		Riverside School District
	Douglas County Housing Authority		Riverview School District No. 407
	Douglas Soil and Water Conservation District		Rochester School District
	Drakes Crossing Rural Fire Protection District		Rosalla School District No. 320
	Duhr Recreation District		Anyal School District
	Eagle Valley Soil and Water Conservation District		San Juan Bland School Libratic res, 149
	East Fork Irrigation District		Seattle Buildingshoot
	East Multipoman soil and water Conservation District		Secto-Woolley School District No. 101
	East Omatina County meater product		Selah School District No. 119
	Echo Sural Gre Dietie		Selkirk School District No. 70
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	Emerald People's Utility District		Shaw Island School District No. 10
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	Sainder Water District		Shoreline School District No. 412
	Falcon Cote Roach Mater District		Skykomish School District
	Surmers invigation District		Snohomish School District No. 201
	Gardiner Sanitary District		Snoqualmie Valley School District No. 410
	Caston Bural file District		Soap Lake School District No. 156
	Gates Rural file Protection District		South Bend School District No. 118
	Gearbart Rural Fire Protection District		South Kitsap School District No. 402
	Glendale Rural Fire Protection District		South Whidbey School District No. 206
	Gleneden Sanitary District		Southside School District
	Goshen Bre District		Spokane Public Schools
	Government Camp Sanitary District		Sprague School District
	Grand Ronde Sanitary District		St. John School District No. 322
	Grant County Transportation District		Stanwood-Camano School District No. 401
	Grant Soil and Water Conservation District		Stellacoom Historical School District No. 1
	Grants Pass Irrigation District		Steptoe School District No. 304
	Green Sanitary District		Stevenson-Carson School District No. 303
	Hahlen Road Special District		Sultan School District No. 311
	Halsey-Shedd Rural Fire Protection District		Summar School Diether No 330
	Harmlet Rural Hire Protection District		Sumwide School District No. 201
	Carbon Mater Builds Dieter		Tacoma School District No. 10
	Harney District Hospital		Taholah School District No. 77
	Harney Soil and Water Conservation District		Tahoma School District No. 409
	Harriman Rural Fire Protection District		Tekoa School District No. 265
	Hazeldell Rural Fire Protection District		Tenino School District No. 402
	Hebo Joint Water and Sewer Authority		Toledo School District No. 237
	Hermistan Cemetery District		Tonasket School District
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	Hermiston Irrigation District		Touchet School District No. 300
	Hood River County Library District		Toutle Lake School District No. 130
	Hood River County Transportation District		Tubuilly School District No. 6-400
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	ice Fountain Water District		University Place School District No. 83
	Illinois Valley Rural Fire Protection District		Valley School District
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	Irigon Community Park and Recreation Maintenance District		Vancouver School District No. 37
	Jackson County Airport Authority		Vashon Island School District No. 402
	Jackson County Fire District No. 3		Washinke School District No. 23
	Jackson County Hereing Authority		Wajtsburg School District
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	Jackson County Vector Control District		Wapato School District No. 207
	Jackson Soil and Water Conservation District		Warden School District No. 145-151
	Jefferson Rural Fire Protection District		Washington Schools Risk Management Pool
	John Day/Canyon City Parks and Recreation District		Washington state Educational Service District Machinest School District
	Junction City Rural Fire Protection District trainer Flat Bural Fire Protection District		Washtuena School District
	Meating Colland Water Conservation District		Waterville School District No. 209
	Keizer Rural Fire Protection District		Wellpinit School District
	Keno Fire Protection District		Wenatchee School District No. 246
	Kernville-Gleneden Beach-Lincoln Beach Water District		West Valley School District No. 208, Yakima County

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Washington	Clinton Water District	Coal Greek Utility District	Columbia Conservation District	Columbia County Free Usurici No. 3	Columbia County Russi I library District	Columbia fortradion District	Columbia Valley Water District	Colville Indlan Housing Authority	Consolidated Irrigation District No. 14	Covington Water District	Cowlitz County Cemetery District No. 2	Cowlitz County Fire District No. 6	Cowlitz County Public Utility District No. 1	Cowlitz Transit Authority	Cross Valley Water District	Dallesport Water District	Douglas County Hre District No. 2	Loughes County rife Frontection Observe No. 3  Dougles County Bublic Hillity District No. 1	Douglas County Sewer District No. 1	Douglas-Okanogan County Fire District No. 15	East Columbia Basin Irrigation District	East Gig Harbor Water District	East Lewis County Public Development Authority Fact Please Fire and Rectae District No. 22	East Spokane Water District No. 1	East Wenatchee Water District	Eastmont Metropolitan Park District	Eastsound Sewer and Water District	Edmonds Public Facilities Ustrict	Enterndse Cemetery District No. 7	Enthat firigation District	Everett Housing Authority	Everett Public Facilities District	Evergreen Water-Sewer District No. 19	Fall Lity Water District Forms Country Builds (Filler District No. 1	Ferry County Public Outlify District No. 1  Form (Observed County Ets Bratantian District No. 13	Fisherman Ray Sewer District	Foster Creek Conservation District	Four Lakes Water District No. 10	Franklin Conservation District	Franklin County Cemetery District No. 2	Franklin County Fire District No. 1	Franklin County Fire Protection District No. 3	Franklin County Irrigation District No. 1	Freeland Water and Sewer District	Ft. Worden Public Development Authority	Gardena Farms Irrigation District No. 13	Goforth Special Utility District	Grand Coulee Project Hydroelectric Authority	Grant County Airport District Grant County Airport District No. 1	Grant County Fire District No. 10	Grant County Fire District No. 11	Grant County Fire District No. 3	Grant County Free District No. 4	Grant County Are Protection District No. 5	Grant County Housing Authority	Grant County Mosquito Control District No. 1	Grant County Port District No. 4	Grant County Port District No. 6	Grant County Port District No. 7	Grant County Public Hospital District No. 1	Grant County Fusition District No. 3	Grant County Public Hospital District No. 4	Grant County Public Utility District No. 2	Grant Transit Authority	Gray's Harbor Conservation District Grave Darbor County Fre Brotection District No. 1	Gravs Harbor County Fire Protection District No. 12	Grays Harbor County Fire Protection District No. 14	Grays Harbor County Fire Protection District No. 2	Grave Darbor County Free Protection Userict No. 7	Grave Harbor County Water District No. 1	Grays Harbor County Water District No. 2	Grays Harbor Drainage District No. 1	Grays Harbor Fire District No. 10	Grays Harbor Historical Scapport Authority Grays Harbor Public Helifity Ostrict No. 1	Grave Harbor Transmortation Authority	Greater Wenatchee Irrigation District	Greater Wenatchee Regional Events Center Public Faciliti	Green Tank Irrigation District No. 11	Hartstene Pointe Water-Sewer District	Highland Water District
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		Jefferson Transit Authority
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	Malaga Water District
	Manson Park and Recreation District
	Marshland Flood Control District
	Mason Conservation District
	Mason County Fire District No. 13
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	Mason County Public Hospital District No. 1
	Mason County Public Utility District No. 1 Mason County Public Utility District No. 3
	Mason County Transit Authority
	Methow Valley Irrigation District
	Midway Sewer District
	Moab irrigation District No. 20
	Moses Lake irrigation and Rehabilitation District Multihen Water and Wastewoter District
	Naches-Selah Irrigation District
	North Beach Water District
	North Central Washington Economic Development District North City Water District
	North County Regional Fire Authority
	North Highline Fire District North Berry Assente Wister District
	North Whidbey Park and Recreation District
	Northeast Sammamish Sewer and Water District Monthshore, Italian District
	Northwest Park and Recreation District No. 2
	Okanogan Conservation District Okanogan County Cemetery District No. 4
	Okanogan County Fire District No. 6
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	Pacific County Fire Protection District No. 1
	Pacine County File Protection District No. 3 Pacific County Public Healthcare Services District No. 3
	Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority
	Palouse Conservation District
	Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2

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Appendix C - Political Subdivision List for	20					
Virginia						;
Clty/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia Mindais Densitation of Bahadom Health and Densfronments   Sandom	township or Green, Ross County
City of Briens Vista	Albemarie County Service Addressity Albemarie-Charlothesville Resional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newbort University	Viginia Department of Seneral Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amelia County	College of Willam and Mary	Virginia Department of Health	
City of Chesapeake	Appoination River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appemattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattex County Public Schools	Arlington County	Eastern Share Community College		
City of Emporis	Section regional water Authority Big Stone Gan Bedevelopment and Housing Authority	Attentic Shorre Christian Schools	Rath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Frederickshare	Blue Ridge Crossmads Francomic Development Authority	Bland County Public Schools	Paterburg County	John Tver Community College		
City of Galax	Blue Ridge Regional Jall Authority	Botetour County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schook	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County  Buckingham County	Mountain Empire Community College		
City of Lexington	Authority County Industrial Development Authority Ruchanan County Industrial Development Authority	Ruena Vista City Public Schools	Campbell County Board of Supervisors	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
	Castlewood Water and Sewage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College		
City of Norton	Central Shenandosh Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
	Central Viginia regional sat Authority Central Viginia Waste Management birthority	Chesterfield County Public Schools	Cala County	Remarkannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
	Charlottesville-Albemarie Airport Authority	Colonial Beach Schooks	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
	Chesapeake Bay Bridge and Tunnel District	Copper Niver School District	Dinwidale County	Southside Virginia Community College		
City of Shaunton	Chesaneake Redevelopment and Kousha Authority	Craig County Public Schools	Saidax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauguler County	Thomas Nelson Community College		
City of Virginia Beach	Chig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College	•	
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soll and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumbertand Plateau Planning District Commission	Dinwiddle County Public Schools	Frederick County	University of Virginia Foundation		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Glaucester County	University of Virginia Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schook	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community Coilege System		
Town of Appointtox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwidgle Alroort and industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military institute Medici Baltonthale factions and State Helicardia		
Town of Serrollie	District Three Governmental Consecutive	Frederick County runte Schools	Henrico County	Vitaina State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Glies County Public Schooks	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boarder Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Boyer	Fairfax County Fair Administry Fairfax County Redevelopment and Housing Authority	Greene County Schook	King and Ouem County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schook	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brookness	Floyd-Floyd County Public Service Authority Erackin Redesslonment and Housing Authority	Hanover County Public Schools Harricophus Chy Public Schools	Lancaster County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisa County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Iste of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Chilbowie	Halifax County Industrial Development Authority Halifax County Service Authority	King George County Public Schools King William County Public Schools	Neison County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Caremont	Hampton Roads Regional Jail Authority Hammon Boads Canimiton District	Lexington City Schools Loudour County Bublic Schools	Northumberland County Nothoway Crimby			
Town of Ciffen	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clincheo	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopeweil Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Johnt Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Crewe	Lee Lounty Fublic Service Authority LENOWISCO Planning District Commission	Montromery County Public Schools Montromery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soll and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Darmascus	Loudoun County Sanitation Authority	New Kent County Schools National Mana Public Schools	Rappahannock County Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County	,		
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dumfries	Meherrin River Regional Jall Authority	Nottoway County Public Schools	Russell County			
Town of Dungannan	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

State	

City/Town	Special Distrricts	Public K-12	County	Public Higher Education
	Montgomery County Public Service Authority	Page County Public Schools	Scatt County Public Service Authority	
	Montgomery Regional Solld Waste Authority	Patrick County Public Schools	Shenandoah County	
		Petersburg City Public Schools	Smyth County	
		Pittsykania County School District	Southampton County	
		Poquoson City Public Schools	Spotsyvania County	
		Portsmouth Public Schools	Stafford County	
		Prince Edward County Schools	Sussex County	
		Prince George County Public Schools	Tazewell County	
		Prince William County Schools	Tri-County Lake Administrative Commission	
		Pulaski County Public Schook	Warren County	
		Radford City Schools	Washington County	
		Rappanannock County Public Schools	Westmoreland County	
		Richmond County Public Schools	Wythe County	
		Roanoke City Public Schools	York County	
		Roanoke County Public Schools		
		Rockbridge County Schools		
Town of Haysi		Rockingham County Public Schools		
Town of Herndon		Russell County Public Schools		
Town of Hilsville		Salem City Schools		
		Scott County Public Schools		
		Shenandoan County Public Schools		
		Smyth County Public Schools		
		Southampton Lounty Fuolic Schools		
		Spotsyvania county rubin schools		
		Staunton City Schools		
		Suffolk Public Schools		
		Surry County Public Schools		
		Sussex County Public Schools		
		Tazewell County Public Schools		
		Virginia Beach City Public Schools		
Town of Louisa		Warren County Public Schools		
		Washington County School District		
		Waynesboro Public Schools		
		West Point Public Schools		
		Westmoretana County Public Schools		
	Richmond Regional Planning District Commission	Williamsburg-sames City County Public Schools		
	Nyanna Solid Waste Authority	Welcolesce Fubile Schools		
	Discould Conton 1 10 Arthority	Worke County Public Schools		
	Possole Redevelopment and Housing Authority	York County Public Schook		
	Roscoke River Centre Authority			
	Roseoke Willer Broadband Authorite			
	Noamoke Valley Broadcand Authority			
	Political Control of the Control of			
	Bookbridge Ares Metaork Authority			
	Rockhridge County Solid Waste Authority			
	Bussell County Industrial Development Authority			
	Puesell County Bridge Authority Authority			
	Scott County Fearenic Development Authority			
	Scott County Redevelopment and Housing Authority			
	Shenandoah Valley Soll and Water Conservation District			
Town of Pennington Sap	Smyth County Industrial Development Authority			
	Smyth Washington Regional Industrial Facilities Authority			
	South Central Wastewater Authority			
	Southeastern Public Service Authority			
	Southside Planning District			
	Southside Regional Jail Authority			
	Southwest Regional Recreation Authority			
	Southwest Virginia Regional Jail Authority			
	Suffolk Redevelopment and Housing Authority			
	Tappahannock-Essex County Aurport Authority			
	122ewell County Airport Authority			
	Lazeweil County industrial Development Authority			
	Taxandi County Fubile Service Audionity			
	Thomas lefferson Planning District Commission			
	Thomas Jefferson Soil and Water Conservation District			
	Toms Brook-Maurertown Sanitary District			
	Upper Occoquan Service Authority			
	Valley Municipal Utility District No. 2			
	Vint Hill Economic Development Authority			
	Virginia beach Development Authority  Virginia Commercial Sector Eligible Authority			
	Virginia Lommer dal apade riigin Audority Virginia Richlands Almost Authority			
	Virginia Housing Development Authority			
	Virginia Peninsulas Public Service Authority			
	Virginia Port Authority			
	Virginia Resources Authority			
	Virginia Tech/Montgomery Regional Airport Authority			
	Virginia/Caronna Water Aumority Mentals & Clark Business Industrial Capillar Austrophs			
	Washington County Industrial Development Authority			
	Washington County Service Authority			
	Waynesboro Economic Development Authority			
Town of Vinton	Waynesboro Redevelopment and Housing Authority			
	Western Virginia Water Authority			
	Williamsburg Area Transit Authority			
gton	Winchester Regional Airport Authority			
Town of Waverly	Wired Road Authority Mee County Bublic Sender Authority			
Town of White Stone	Wise County Redevelopment and Housing Authority			
Town of Windsor	Woodway Water and Sewer Authority			
Town of Wise	Wytheville Redevelopment and Housing Authority			



### Sourcewell<sup>sm</sup>

Formerly the National Joint Powers Alliance (NJPA)

# REQUEST 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 12<sup>th</sup> 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 <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <a href="https://www.sourcewell-mn.gov/compliance-legal/oregon-advertising">www.sourcewell-mn.gov/compliance-legal/oregon-advertising</a> and also RFP Appendix B), in the print and online version of <i>The State</i> 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.

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# 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 CONDIITONS

- 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 <a href="https://www.sourcewell-mn.gov">www.sourcewell-mn.gov</a>.
- <u>3.3</u> 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 <a href="https://www.sourcewell-mn.gov/compliance-legal">www.sourcewell-mn.gov/compliance-legal</a>.
  - 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

- <u>3.6</u> 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.
- <u>3.7</u> 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.
- <u>3.8</u> 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;
- <u>3.11.3</u> 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 <u>at least one</u> 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.
  - <u>3.17.2.2</u> At least one motor grader with a published maximum operating weight of at least 30,000 lbs.
  - <u>3.17.2.3</u> 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.
  - <u>3.17.2.4</u> 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)
      - ii. 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)
      - v. 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)
- <u>3.18</u> 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.
- <u>3.20</u> 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.
- <u>3.23</u> 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:
  - <u>3.23.1</u> 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:

- <u>3.23.3.1</u> 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.
- <u>3.23.3.3</u> 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.
- <u>3.25</u> 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.]

<u>3.28</u> 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.
- <u>3.28.2</u> 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.
  - <u>3.30.1</u> **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:
    - <u>3.30.2.1</u> demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;
    - <u>3.30.2.2</u> 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.
- <u>3.31</u> 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.
- <u>3.33</u> **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.
- 3.34 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.

<u>3.35</u> 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

<u>4.1</u> 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

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

<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.
- <u>4.12</u> 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.
- <u>4.16</u> 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 <a href="https://www.sourcewell-mn.gov">www.sourcewell-mn.gov</a> (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;
  - <u>4.24.6</u> Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;
  - <u>4.24.7</u> 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

- <u>5.5</u> 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.
- <u>5.8</u> Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft<sup>®</sup> Excel<sup>®)</sup> 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.
- **5.14** 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

**<u>5.16</u>** 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

- 5.25 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.
- 5.27 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

- 5.29 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.
- <u>5.35</u> 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.
- <u>5.54</u> 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

- <u>6.1</u> 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.
- <u>6.2</u> 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

- <u>6.4</u> 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.
- <u>6.5</u> 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
- <u>6.7</u> 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

- **<u>6.8</u>** Forms A and P include a series of questions that address the following categories:
  - 6.8.1 Company Information and Financial Strength
  - <u>6.8.2</u> 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

<u>6.10</u> 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

<u>6.18</u> 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.
- <u>6.19.2</u> 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.

- <u>6.19.4</u> 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.

- <u>6.22</u> 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.
  - <u>6.23.1</u> 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

<u>6.29</u> 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

- <u>6.33</u> **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.
- <u>6.34</u> 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.
- <u>6.35</u> 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

<u>6.39</u> 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 #XXXXXX" (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

<u>7.7</u> 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

- <u>7.8</u> 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

- <u>7.10</u> **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

<u>7.12</u> 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

- <u>7.14</u> 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.
  - <u>7.14.1</u> 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;
  - 7.14.5 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;
  - <u>7.14.7</u> 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.

- <u>7.17</u> 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.
- <u>8.4</u> 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.]

**8.8** 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 (<a href="https://www.sourcewell-mn.gov">www.sourcewell-mn.gov</a>).
- **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

- 8.15 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.
  - <u>8.15.2</u> 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

<u>8.26</u> 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

- **8.27** 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.
- **<u>8.28</u>** 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.

**8.32** 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.

**8.40** 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.
- 8.44 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 <u>FORMS</u>

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#### Form A



Sourcewell

Proposer Name: \_\_\_\_\_Questionnaire completed by: \_\_\_\_\_

Proposer Name:Q	uestionnaire completed by:
Please identify the person Sourcewell should correspon	nd 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.
- 2) 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:	
U		

## Form B

## **PROPOSER INFORMATION**



Company Name:		
Address:		
City/State/Zip:		
Phone:		
Toll-Free Number:	E-mail:	
Website Address:		
	COMPANY PERSONNEL CONTACTS	
Authorized signer for your organiz	<u>cation</u>	
Name:		
Email:	Phone:	
of the Proposer.  Who prepared your RFP response:	proper signing authority to sign the "Proposer's Assurance of Compliance"?	
Name:	Title:	
	Phone:	
Who is your company's primary co	ontact person for this proposal?	
Name:	Title:	
Email:	Phone:	*******
Other important contact informati	<u>on</u>	
Name:	Title:	_
Email:		
Name:	Title:	_
Email:		

## Form C

# $\frac{\text{EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,}}{\text{AND SOLUTIONS REQUEST}}$



ection/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
	•		
		<u></u>	
	· .		
·			
ser's Signatu	re:		Date:
Sourcewell	l's clarification on exceptions listed	l above:	

### 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, i	including all accepted exceptions and amendments.
Vendor Name	·
Authorized Signatory's Title	
VENDOR AUTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)
Executed on, 20	Sourcewell Contract # 032119-XXX



#### 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]

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	of
My commission expires:			
Signature:			

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



### 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	
	<u> Its</u>	



#### Form P

#### PROPOSER QUESTIONNAIRE

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

Proposer Name:	
Questionnaire completed 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

- 7) 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.) 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. 10) The pricing 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. c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. d. other than what the Proposer typically offers (please describe). 11) Describe any quantity or volume discounts or rebate programs that you offer. 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. 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer. 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. 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. 16) Describe any unique distribution and/or delivery methods or options offered in your proposal. 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. 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.) **Industry-Specific Questions** 

- 19) Describe any industry-specific quality management system certifications obtained by your organization.
- 20) Describe any environmental management system certifications obtained by your organization.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Signature:	Date:
oigilatai C.	



# 10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
Completed	Form A: Proposer Questionnaire with all	Signed and Dated	Dilive of CD
	questions answered completely	X – signature page only	X
	questions answered completely	11 Digitature page omy	X
	Form D. Droposor Information		
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	$ _{\mathbf{X}}$	, and the second
	Conditions, and Solutions Request	Λ	X
	Farm D. Farmal Offering of Brancasi	v	A
	Form D: Formal Offering of Proposal	X	
	Form E: Contract Acceptance and Award		X
	D D D A S COUNTY OF		v
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all	W to do no necessaria	V
	questions answered completely	X – signature page only	X
	Certificate of Insurance with \$1.5 million		
	coverage	X	X
	G CHREDAIL I I		
	Copy of all RFP Addendums issued by Sourcewell	X	X
	Sourceweii	<b>A</b>	_
	Pricing for all Products/Equipment/Services		
	within the RFP being proposed		X
	Entire Proposal submittal including signed		
	documents and forms		X
	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"  Response Package mailed and delivered		
	prior to deadline to:		
	Sourcewell, 202 12 <sup>th</sup> 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	CHANG	GES THAT APPLY:
AWARDED VENDOR NAME:			Adding Products/Services vices
			Deleting Products/Services
			Price Increase
SOURCEWELL CONTRACT NUMBER:			Price Decrease

# 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. <i>EXAMPLES:</i> 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."
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

	statement of the pricing, including all new and exided to the Vendor's Contract Administrator.	sting products and services is attached
☐ Yes	□ No	
Section 5. Signatur	res	
Vendor Authorized	Signature	Date
Print Name and Titl	e of Authorized Signer	
3		
Jeremy Schwartz		Date
Sourcewell Director	r of Cooperative Contracts and Procurement/CPO	



# 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

Hawaii

Washington



County  County	Наман	Idaho	Oregon	South Carolina	Ulah	Washington
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Manual Control	County	Bannock County	Central Oregon Intergovernmental Council	Alkendale County	Cache County	Benton County
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Participant	Education	Bingham County		Barnwell County	Davis County	Clark County
Particular	til Community College Tuls Community College	Biaine County Roise County	Columbia County	Beaufort County Retheley County	Duchesne County Ducheene County Special Service District No. 2	Columbia County Cowlitz County
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1975   1975	sity of Hawaii Research Corporation	Bonneville County	Curry County	Catawbe Regional Council of Governments	Five County Association of Governments	Ferry County
Comparison	and Community College	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfleld County	Franklin County
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	Public Housing Authority	Clark County	Jackson County	Destinates County	Mongain County	Kine County Directors' Association
	routism Authority In Authority for Basid Transportation	Ciest Water County	Josephine County	Dillon County	Rich County	Kitsan County
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	Health Systems Corporation	Jefferson County	Maiheur County	Greenwood County	Uintah County	Pacific County
	FHawaii	Jerome County	Marion County	Hampton County	Utah County	Perd Orellie County
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deth	Chy of Wellsville	City of Wendover	City of West Bountiful	City of West Jordan	City of West Point	City of West Valley City	City of Willard	City of Woodland Hills	Town of Alta	Town of Altamont	Town of Alton	Town of Amaiga	Town of Antimony	Town of Apple Valley	Town of Ballard	Town of Bear River City	Town of Bicknell	Towns to Builder	Town of Brian Head	Town of Bryce Canyon Clty	Town of Cannorville	Town of Castle Valley	Town of Cedar Fort	Town of Centerfield	Town of Crideville	Town of Clarkston	Town of Clawson	Town of Cleveland	Town of Dariel	Town of Deweyville	Town of Eagle Mountain	Town of Elmo	Town of Flwood	Town of Emery	Town of Fairfield	Town of Francis	Town of Garden City Town of Goods	Town of Glendale	Town of Glenwood	Town of Goshen	Town of Hanksville	Town of Henefer	Town of Henricville	Town of Hideout	Town of Hindkley	Town of Howell	Town of Huntsville	Town of Joseph	Town of Junction	Town of Kanosh	Town of Kingston	Town of Koosharem	Town of Levan	Town of Laa	Town of Manila	Town of Marysvale	Town of Meadow	Town of New Harmony	Town of Newton	Town of Ophir	Town of Orderville	Town of Paragonali	Town of Portage Utah	Town of Randolph	Town of Redmond	Town of Rockville	Town of Rish Valley	Town of Sciplo	Town of Scoffeld	Town of Sigurd	Town of Springdale	Town of Stockton Town of Townsoille	Town of Torrey	Town of Trenton	Town of Tropic	Town of Ulntah	LOWER OF THE LOSS
South Carolina	Town of Marleville	Town of Heath Springs	Town of Hemingway	Town of Hilton Head Island	Town of Hodges	Town of Helly Hill	Town of Hollywood	Town of Honea Path	Town of Iva	Town of Jackson	Town of James Island	Town of Jamestown	Town of lengths all	Town of Johnston	Town of Jonesville	Town of Kershaw	Town of Klawah Island	Jown of Kingstree	Jown of Lake View Town of James South Carolles	Town of Lane	Town of Latta	Town of Lexington	Town of Lincolnville	Town of Little Mountain	Town of Lyman	Town of Lynchburg	Town of Mayesville	Town of McSee	Town of Man bill	Town of McCormick	Town of Meggett	Town of Monds Corner	Town of Macaga	Town of New Ellenton	Town of Nichols	Town of Ninety Six	Town of North	Town of North	Town of Olanta	Town of Pacolet	Town of Pageland	Town of Partick	Town of Pawleys Island	Town of Pellon	Town of Pelzer	Town of Penalecon	Town of Port Royal	Town of Prosperity	Town of Ravened	Town of Nejoville Town of Ridge Social	Town of Ridgeland	Town of Ridgeville	Town of Ridgeway Town of Saint Matthews	Town of Saint Stephen	Town of Salem	Town of Saluda	Town of Santee	Town of Scratton Yourn of Seabrook Island	Town of Sellers	Town of Sharon	Town of Six Mile	Town of Society Hill	Town of South Congaree	Town of Springdale	Town of St. George	Town of St. Matthews	Town of Stulistons teland	Town of Summertan	Town of Summerville	Town of Summit	Town of Surfside Beach	Town of Swarsea	Town of Trenton	Town of Turbeville	Town of Ulmer	Town of Varnville	idwn of wagener
Crean	City of Mt. Vernon	City of Myrtie Greek	City of Myrde Point	City of Newberg	City of Newport	City of North Bend	City of North Plains	City of North Powder	City of toysta	City of Oakridge	City of Ontario	City of Oregon City	City of Paisiey	City of Philomath	City of Phoenix	City of Pilot Rock																					City of Siletz	City of Sisters	City of Sodaville	City of Spray	City of Springfield	City of St. Helens City of St. Paul	City of Stanfield	City of Stayton	City of Sublimity	City of Sumpter	City of Sweet Home	City of Talent								City of Union	City of Unity	City of Vale	City of Vernonia			City of Warrenton	City of West Linn	City of Westfir	City of Weston	City of Wheeler	City of Williamina	City of Winston	City of Wood Village	City of Woodburn	City of Yachats	City of Yamhiii	Town of Bonanza	Town of Butte Falls	Town of Canyon City	Town of Lakeview	IOWN OF LEXINGTOR
54.5	City of Reshure	City of Richfield	City of Righy	City of Riggins	City of Roberts	City of Rockdand	City of Rupert	City of Salmon	City of Shappoint	City of Shoshone	City of Smetterville	City of Soda Springs	City of Spirit Lake	City of St. Charles	City of Stanley	City of Star	City of Stites	City of Sugar City	City of Sun Valley	City of Tetania	City of Trov	City of Twin Falls	City of Ucon	City of Victor	City of Wallace	City of Weiser	City of Wendell	City of Weston	City of White Bird	City of Winchester	Higher Education	Boise State University	College of Southern Idaho	College of Western leans Fastern Idaho Technical College	idaho Division of Professional Technical Edu	Idaho State University	Lewis-Clark State College	North Idaho College Halvareitz of Idaho	Education (K-12)	Aberdeen School District No. 58	Arbon Elementary School District No. 383	Avery School District Regin School District No. 72	Bear Lake County School District No. 33	Bear Lake School District No. 33	Blackfoot School District No. 55	Blaine County School District No. 53 Riser Joint School District No. 734	Bonneville Joint School District No. 93	Boundary County School District No. 101	Braneau-Grand View Joint School District	Buth Joint School District No. 412 Sutta County four School District No. 111	Caldwell School District No. 132	Camas County School District No. 121	Cambridge School District Caesada School District No. 422	Cassia County Joint School District No. 151	Castleford Joint School District No. 417	Challes Joint School District No. 181 Clark County School District No. 161	Coeur d'Alene School District No. 271	Cottonwood Joint School District No. 242	Culdesac Joint School District No. 342	Dietrich School District No. 314	Emmett Independent School District No. 221	Filer School District No. 413	Fremont County School District No. 215	Fruitiand School District No. 373	Garden Valley School District	Genesee Joint School District No. 282	Glenns Ferry Joint School District No. 152	Grace Joint School District No. 148	Hagerman Johnt School District No. 233	Hansen School District No. 415	Highland Joint School District No. 305	Homedale School District No. 370	Idaho Falis School District No. 73	Independent School District of Boise City	Jefferson County School District No. 251	Jerome Joint School District No. 261.	Joint School District No. 2

Washington Town of Creston	Town of Cusick	Town of Darrington	Town of Eatonville	town of Englant	Town of Fairfield	Town of Farmington	Town of Friday Harbor	Town of Hamilton	Town of Harrah	Town of Hatton	Town of Hunts Point	Town of lone	Town of La Conner	Town of LaCrosse	Town of Lamont	Town of Little	Town of Lyman	Town of Malden	Town of Mansfield	Town of Metaline	Town of Millwood	Town of Naches	Town of Northager	Town of Oakesdale	Town of Odessa	Town of Prescott	Town of Reardan	Town of Riverside Town of Routford	Town of Rosalla	Town of Ruston	Town of Skykomish Town of South Cle Flum	Town of South Prairie	Town of Spangle	town of St. John	Town of Stellacoom	Town of Twisp Town of Halonsoun	Town of Washtucna	Town of Waterville	Town of Waveriy Town of Wilbur	Town of Wilkeson	Town of Wilson Creek	Town of Woodway	Town of Yacolt	Town of Yarrow Point to Higher Education	Bates Technical College	Bellevue Community College Bellingham Technical College	Big Bend Community College	Cascadia Community College Central Washington University	Centralla College	Clark College	Columbia Basin Community College	Community Colleges of Spokane	Eastern Washington University Edmonds Community College	Everett Community College	Evergreen State College Grave Harbor College	Green River Community College	Highline Community College	Lower Columbia College	Northwest Indian College	Olympic College Peninsula College	Pierce College	Renton Technical College	Shoreline Community College	Skagit Vailey College	South Puget Sound Community College	University of Washington	Walla Walla Community College	Washington State Board for Community and Technical Colleges	Washington State Higher Education Facilities Authority	
tah Town of Vineyard	Town of Virgin	Town of Wales	Town of Wallsburg	Untah Basin Association of Governments wher Education	College of Eastern Utah	Davis Applied Technology College	Dixle Applied Technology College	Order State University Mountainland Applied Technology College	Rocky Mountain University of Health Professions	Salt Lake Community College	Snow College	Topole Applied Technology College	Untah Basin Applied Technology College	University of Utah	University of Utah Hospitals and Clinics	Usan State University (the Nortem of Hisher Education	Utah Valley University	Weber State University	Education (K-12)	Alpine School Ustrict Reaver County School District	Box Elder School District	Cache County School District	Carbon School District	Centro De La Familia De Utah Head Start Program School District	Daggett School District	Duchesne County School District	Emery County School District	Freedom Preparatory Academy School District Garfield County School District	Grand County School District	Granite School District	Iron County School District Inerion School District	Juab School District	Kane County School District	Logan Lty school District Millard School District	Morgan School District	Mountainland Head Start Program School District Office Marrey of the School District	Nebo School District	North Sanpete County School District	North Sanpete School District North Sammit School District	Ogden City School District	Park City School District	Pivte County School District Provo City School District	Rich County School District	Rich School District Rural Utah Child Development Head Start Program School District Office	Salt Lake City School District	SanJuan School District Sevier School District	South Sanpete School District	South Summit School District Suu Head Start Program School District	Thomas Edison Charter Schools	Toole County Extend	Unitah School District	Wasatch County School District	Washington county School District Wayne County School District	Weber School District	Special District Ash Creek Special Service District	Ashley Valley Water and Sewer Improvement District	Ballard Water and Sewer Improvement District	bear River Water Conservancy District	Senchland Water District	Benson Culinary Water Improvement District Ross Viets Water Improvement District	Cache Mosquito Abatement District	Cache Valley Transit District	Carbon Gounty Housing Authority		Carbon County Recreation Transportation Special Service District	Castle Valley Special Service District	Cedar City Housing Authority	Cedar Mountain Fire Protection District	Cedarylew-Montwell Special Service District	
outh Carolina Town of Ward	Town of Ware Shoals	Town of West Pelzer	Town of West Union	Town of Whitiamston	,		Town of Yemassee	nigner zgudabon Aiken Technical College	Beaufort Jasper Higher Education Commission	Central Carolina Technical College	Clemson University	College of Charleston	Denmark Technical College	Florence-Darlington Technical College	Frands Marion University	Greenwije i schnical College Horn-Georgestown Technical College	Lander University	Carolina		Northeastern Lechnical College Orangehure-Calhoun Technical College		and Comprehensive Education	South Carolina Technical College System	Spartanburg Community College	Technical College of the Lowcountry	Tri-County Technical College	Trident Technical College	University of South Carolina University of South Carolina Alten	University of South Carolina, Upstate	Williamsburg Technical College	Winthrop University York Technical College	ducation (K-12)	Abbeville County School District	Altendate County School District	Anderson County School Districts 1 and 2 Career and Technology Center	Anderson School District No. 1 Anderson School District No. 2	Anderson School District No. 3	Anderson School District No. 4	Anderson School District No. 5 Rambers School District No. 3	Bamberg School District No. 2	Barnwell School District No. 45	Beaufort County School District Berkeley County School District	Blackville-Hilda Public Schools	Calhoun County School District Charleston County School District	Cherokee County School District	Chester County School District Chesterfield County School District	Clarendon County School District No. 1	Clarendon County School District No. 2 Clarendon County School District No. 3	Claver School District No. 2	Collecton County School District	Delta R-V School District	Dillon County School District No. 1	Dillon County School District No. 3 Dillon County School District No. 3			Dorchester School District No. 4	Edgefield County Schools	Familieja County School District No. 1	Florence County School District No. 2	Florence County School District No. 3 Florence County School District No. 4	Florence County School District No. 5	FL Mill School District No. 4	seorgetown county school District Greenville County School District	Greenwood School District No. 50	Greenwood School District No. 52	Hampton School District No. 1	Horry County Schools	Jasper County School District	John de la Howe School District	The second secon
Oregon Higher Education	Community College			Clarkon Community College Clarkon Community College			Klamath Community College District			Oregon Coast Community College	Dregon Department of Community Colleges and Workforce Development	Oregon institute of Technology	Dregon State University	Dregon State University, Oregon Agricultural Experiment Station	Dregon University System	or tand Community Conege	Reed College	togue Community College	Southern Oregon University	southern Oregon University Family Housing Southwestern Oregon Community College	Tillamook Bay Community College	Treasure Valley Community College	University of Oregon	Western Oregon University	Education (K-12)		12.73		m		Ashland School District No. 5 Ashwood School District		let No. 29RJ	Bandon School District. Bandon School District	Banks School District No. 13	Seaverton School District No. 48 Sent-La Pine Public Schools	Bethel School District No. 52	Blachly School District	Blackly School District 90 Pronkings Harbor School District	Camas Valley School District	anby School District No. 86	Lascade School District No. 5 Centennial School District No. 28J	Central Curry School District No. 1	Central Unn School District Central Point School District No. 6	Central School District No. 13J	Clacksmas Education Service District Clatskanle School District No. 61	Colton School District No. 53	Columbia Gorge Education Service District Condon School District No. 251	Coos Bay School District No. 9	Coquille School District No. 8	Corvalits School District No. 509J	Cave School District No. 15	Creswell School District No. 40	Crook County School District	Crow-Applegate-Lorane School District No. 66 Colver School District No. 4	Dallas School District No. 2	David Douglas School District No. 40	Jayusii School District No. 167	Douglas County School District	Douglas County School District No. 4 Douglas Education Sendon District	Dufur School District No. 29	Sagle Point School District No. 9	eno Sendo District No. 5 Sigin School District	likton School District No. 34	Enterprise School District No. 21	Stated School District No. 4J	alis City School District	ern Ridge School District No. 28J	orest Grove School District	
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South Carolina	Landaster County School District Laurens County School District No. 55	Laurens County School District No. 56 Lee County School District	Legacy Charter Schools LewIngron County School District No. 1	Lexington County School District No. 2	Lexington Lounty School Ustrict No. 3 Lexington County School District No. 4	Lexington-Richland Counties School District No. 5 Marion County School District	Marlon County School District No. 7	Mariboro County School District McCormick County School District	Newberry County School District	Conce County School District Orangeburg Consolidated School District Four	Orangeburg County Consolidated School District No. 3	Unigerous county Consoliumes commons on the property Pickers County School District	Richland County School District No. 1	Rock Hill School District No. 3	Saluda School District No. 1 South Carolina Public Charter School District	Spartanburg County School District No. 1	Spartanburg County School District No. 2 Spartanburg County School District No. 3	Spartanburg County School District No. 4	Spartanburg County School District No. 5 Spartanburg County School District No. 6	Spartanburg County School District No. 7	Sumter School District Sumter School District No. 17	Sumter School District No. 2	Union County School District	Ware Shoots School District No. 51 Williamsburg County Schools	Williston School District No. 29	York School District No. 1	Special District Abbeville Housing Authority	Alken Housing Authority	Anderson Housing Authority	Atlantic Beach Housing Authority Beaufort Housing Authority	Beaufort-Jasper Water and Sewer Authority	Beton-Honea Path Water Authority  Beton-Honea Path Water Authority	Bennettsville Housing Authority	Berea Public Service District Berkeley Chumy Water and Sanitation Authority	Big Creek Water and Sewerage District	Bluffton Township Fire District Boilton Springs Fire District Generalis County	Broad Creek Public Service District	Buffalo-Mt. Pisgah Fire Protection District	Burren Frie Disure. Central Midlands Regional Transit Authority	Charleston Area Regional Transportation Authority	Charleston County Aviation Authority Charleston County Housing and Redevelopment Authority	Charleston Housing Authority	Charleston Naval Complex Redevelopment Authority	Charleston Soil and Water Conservation District	Chester Housing Authority	Chester Metropolitan District	Chester Sewer District	Columbia Housing Authority	Conway Housing Authority	Daniel Morgan Water District	Darlington County Fire District	Darlington Housing Water aim Sewer Authority	Donalds-Due West Water and Sewer Authority	Dorchester County Sales Tax Transportation Authority	Dorchester County Water Authority	Duncan Chapel Fife District Easley Housing Authority	Easley-Central Water District	East Richland County Public Service District	Edgefield County Water and Sewer Authority	Fort MIII Housing Authority	Fripp island Public Service District	Gaffney Housing Authority	Gaston Rural Community Water District Geographics Common Matter and Security District	Georgetown Housing Authority	Gilbert-Summit Rural Water District	Grand Strand Water and Sewer Authority	Greenville Arena District	
δl	Gaston School District 511.) Gervais School District	Gladstone School District Glendale School District No. 77	Gilde School District Grant County Education Service District	Grant School District No. 3	Grants Pass School District No. 7 Greater Albany Public School District 8J	Gresham-Barlow School District Harney County School District No. 3	Harney Education Service District	Harper School District No. 66 Harrisburg School District No. 7	Hellx School District No. 1-R	High Decent Education Service District	Hilisboro School District No. 1J	Hood Kiver Lounky Serbol Listing. Huntington School District No. 161	Imbler School District No. 11	Intermodizione education service Listrici Ione School District R2	Jackson County School District No. 9 Jackson Education Service District	Jefferson County School District No. 509-J	Jefferson School District Jewell School District No. 8	John Day School District No. 3	Jordan Valley School District No. 3 Joseph School District No. 6	Junction City School District No. 69	Klamath County School District Klamath Falls City Schools	Knappa School District	La Grande School District No. 1	Lake Ed Service District No. 7	Lake Oswego School District No. 71	Lakeview School District No. 7	Lane Education Service District Lebanon Community School District No. 9	Lincoln County School District	Unn-Benton-Uncoln Education Service District	Long Creek School District No. 17 Lowell School District No. 71	Mapleton School District No. 32	Marcola School District No. 79J McKenzle School District	McMinnville School District No. 40	Medford School District No. 549C	Mitchell School District No. S5	Molalia River School District	Morraw County School District	Mt. Angel School District	Mustroman Equation Service District Consortium Myrtle Point School District	Neah-Kah-Nie School District No. 56	Nestucca Valley School District No. 101 New Hope Christian Schools	Newberg School District No. 291	North Bend School District No. 13	North Central Education Service District	North Douglas School District No. 22	North Lake School District	North Marion School District No. 15	North Water County School District No. 29	Northwest Regional Education Service District	Myssa School District No. 26	Oakland School District	Cakingge School District No. 76 Ontario School District No. 8C	Oregon City School District No. 62	★ Oregon Trail School District No. 46	Paisley School District No. 11	Parkrose School District No. 3 Pendleton School District No. 16	Perrydale School District No. 213	Philomath School District No. 173	Phoenix-Talent School District	Pine Rock School District No. 2 Pine Eagle School District No. 61	Pinehurst School District	Pleasant Hill School District	Plush School District 18	Portland Public School District No. 1	Powers School District No. 31	Prairie City School District No. 4	Prospect School District	
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Oregon	Clatskanie People's Utility District Clatskanie Rural Fire Protection District	Clarsop Care Center Health District	Clatsop County Housing Authority	Coburg Rural Fire Protection District	Colton Fire District	Colton Water District	Columbia Corridor Drainage Districts Joint Contracting Authority Columbia Health District	Columbia improvement District	Columbia River People's Utility District	Court Airmort District	Coos County Library Service District	Coquille Indian Housing Authority	Coquille Valley Hospital District	Consett Water District	Cove Rural Fire Protection District	Crooked River Ranch Rural Fire Protection District	Crooked River Ranch Special Road District	Curry Health District	Curry Public Library District	Dean Admand Mater District	Dee Rural Fire Protection District	Deschutes County 911 Service District	Deschutes County Rural Fire District No. 1	Deschutes Valley Water District	Device Lake waker improvement District	Douglas County Fire District No. 2	Douglas County Housing Authority	Douglas Soil and Water Conservation District	Dufur Recreation District	Eagle Valley Soil and Water Conservation District	East Fork Irrigation District	East Multnomah Soil and Water Conservation District	East Unatilia County Health Listrict Fact Valley Water District	Echo Rural Fire District	Eisle-Vinemagle Rural Fire Protection District No. 11	Emerald People's Utility District	Estacada Rural Fire District No. 69	Fairview Water District	Falcon Cove Beach Water District	Partmers irrigation District	Gaston Rural Fire District	Gates Rural Fire Protection District	Gearhart Rural Fire Protection District	Glendale Rural Fire Protection District	Gleneden Sanitary District	Government County County District	Good Roode Saltary District	Grant County Transportation District	Grant Soli and Water Conservation District	Grants Pass Irrigation District	Green Sanitary District Habler Brad Gradal District	Halsey-Shedd Rural Fire Protection District	Hamlet Rural Fire Protection District	Harbor Sanltary District	Harbor Water Public Utility District	Harney Soil and Water Conservation District	Harriman Rural Fire Protection District	Hazeldell Rural Fire Protection District	Hebo Joint Water and Sewer Authority	Hermiston Cemetery District	Hermiston Fire and Emergency Services District	Hermiston Irrigation District	Hood River County Library District	Hood River Volley Parks and Remeation District	Hoodland Fire District No. 74	Hubbard Rural Fire Protection District	Ice Fountain Water District	illinois Valley Rural Fire Protection District	lore Auted the Protection District.	Jackson County Alroort Authority	Jackson County Fire District No. 3	Jackson County Fire District No. 5	Jackson County Housing Authority	Jackson County Library District	Jackson County Vector Control District	Jackson Soil and Water Conservation District	Jefferson Kural Fire Protection District	John Day/Camyon City Parks and Recreation Dismics	
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Washington	Clark County Fire District No. 5	Clark County Fire Protection District No. 3	Clark County Fire Protection District No. 6	Clark Regional Wastewater District	Cline trigation District	Clinton Water District	Columbia Conservation District	Columbia County Fire District No. 3	Columbia County Public Hospital District No. 1	Columbia County Rural Library District	Columbia Valley Water District	Colville Indian Housing Authority	Consolidated Irrigation District No. 14	Covington Water District	Cowithe Sewer District	Cowlitz County Fire District No. 6	Cowliz County Public Utility District No. 1	Cowlitz Transit Authority	Cross Valley Water District	Douglas County Fire District No. 2	Douglas County Fire Protection District No. 5	Douglas County Public Utility District No. 1	Douglas-Okanozan County Fire District No. 15	East Columbia Basin Irrigation District	East Gig Harbor Water District	East Lewis County Public Development Authority East blane and Research District No. 22	East Sookane Water District No. 1	East Wenatchee Water District	Eastmont Metropolitan Park District	tastsound sewer and water bistrict Edmonds Bublic Bacillies District	Ellensburg Business Development Authority	Enterprise Cemetery District No. 7	Entlat trigation District	Everett Housing Authority Everett Public Fadilinier District	Evergreen Water-Sewer District No. 19	Fall City Water District	Ferry County Public Utility District No.1 Ferry/Okanozan County Fire Protection District No.13	Rsherman Bay Sewer District	Foster Creek Conservation District	Four Lakes Water District No. 10 Franklin Conservation District	Fankin County Cemetery District No. 2	Franklin County Fire District No. 1	Franklin County Fire Protection District No. 3 Franklin County Irrigation District No. 1	Franklin County Public Utility District No. 1	Freeland Water and Sewer District	Ft. Worden Public Development Authority Gardena Farms Irrigation District No. 13	Gaforth Spedal Utility District	Grand Coulee Project Hydroelectric Authority Grand dawn beland on Filtright	Grant County Alron District No. 1	Grant County Fire District No. 10	Grant County Fire District No. 11.	Grant County Fire District No. 4	Grant County Fire District No. 7 Grant County Fire Protection District No. 5	Grant County Housing Authority	Grant County Mosquito District No. 1 Grant County Mosquito District No. 1	Grant County Port District No. 4	Grant County Port District No. 5	Grant County Public Hospital District No. 1	Grant County Public Hospital District No. 2	Grant County Public Hospital District No. 3	Grant County Public traspual District No. 2	Grant Transit Authority	Grays Harbor Conservation District	Grays Harbor County Fire Protection District No. 12	Grays Harbor County Fire Protection District No. 14	Grays Harbor County Fire Protection District No. 2	Grays Harbor County Fire Protection District No. 7	Grays Harbor County Housing Authority	Grave Harbor County Water District No. 2	Gravs Harbor Drainage Obstrict No. 1	Grays Harbor Fire District No. 10 Grays Harbor Fire District No. 10	Grays Harbor Historical Seaport Authority	
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Oreson	Pacific City Joint Water Sanitary Authority	Pacific Communities Health District	Palatine Hill Water District	Peninsula Drainage District No. 1	Pilot Rock Fire Protection District	Pine Grove Rural Fire Protection District	Pleasant Home Water District	Polk County Fire District No- 1	Polk County Housing Authority	Polk Soil and Water Conservation District	Public Progressor Authority	Rainbow Water District	Raleigh Water District	Redmond Area Park and Recreation District	Riddle Rural Fire District	River Road Park and Recreation District	Rivergrove Water District	Roads End Sanitary District	Raberts Creek Water District	Roctine Short Complete Maintenance District Roctine Short Complete Maintenance District	Rogue Valley Transportation District	Roseburg Urban Sanitary Authority	Sable Drive Koad District Salam Arna Macc Transit District	Salem Housing Authority	Salem-Keizer Transit District	Santa Clara Rural Fire Protection District	Santiam Water Control District	Sdo Rural Fire District	Scottsburg Rural Fire District	Seal Rock Fire District	Shaneri-La Water District	Shasta Vlew Irrigation District	Siletz Rural Fire Protection District	Silverton Fire District States Camp Sharman Paral Des Destartion District	Siustaw Public Library District	South Ciackamas Transportation District	South Suburban Sanitary District Southern Curry Cometers Majetenance District	Southwest Lincoln County Water District	Spring River Spedal Road District	Springfield Utility District Stanfield Fire District No. 7-402	Stavton Fire District. NO. 7-402	Suburban East Salem Water District	Sunrise Water Authority	Swalley Irrigation District.	Sweet Home Fire and Ambulance District	Talent trigation District Terrebonse Domestic Water District	Three Sisters Irrigation District	Tillamook County Transportation District	Tiller Rural Fire District	Toledo Rural Fire Protection District	Tri City Rural Fire District No. 4 Tri City Water District	Tri-City Service District	Tri-County Metropolitan Transportation District Trialstan Hills Park and Recreation District	Tualatin Hills Park and Recreation District	Tualatin Valley Irrigation District	Tumalo Irrigation District	Twin Rocks Sanitary District	Umatilia Hospital District	Umatilia Land Redevelopment Authority	Umatilia Morrow Radio and Data District	Umatilia Reservation Housing Authority Umatilia Rural Fire Protection District	Union Cemetery District	Vale Oregon Irrigation District	Valley View Water District Vandevert Arres Snedal Road District	Vineyard Mountain Water and Improvement District	Walla Walla River Irrigation District	Wallowa County Health Care District	Warnic Water and Sanitary Authority	Warm Springs Housing Authority	Wasto County Soil and Water Conservation District Washington County Bre District No. 2	Washington County Pire District No. 2 Washington County Housing Authority	washington Ldunky housing Authority Water Wonderland Improvement District	The second secon

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Washington	Grays Harbor Transportation Authority Grayst Wannershae Inferior District	Greater Wenatchee Regional Events Center Public Fadilibes District	Green Tank Irrigation District No. 11	Hartstene Pointe Water-Sewer District	Highland Water District	Highlands sewer District	Historic Saattle Preservation and Development Authority	Holmes Harbor Sewer District	Hunters Water District	Hydro Irrigation District No. 9	Idde Irrigation District	inchelium water Disartic	island County Fire District No. 3	Island County Fire Protection District No. 1	Island County Housing Authority  Jaffaron County Consequation District	Jefferson County Fire District No. 5	Jefferson County Fire Protection District No. 1	Jefferson County Fire Protection District No. 3	Jefferson County Water District No. 3	Jefferson Transit Authority	Juniper Beach Water District	Kalso Housing Authority	Kennewick Housing Authority	Kennewick irrigation District	Kennewick Public Facilities District Kommunick Bullin Dominal Plantice	Kent Fire Department Regional Fire Authority	Key Peninsula Metro Parks District	King County Airport District No. 1	King County Ferry District View Province Bloods also the	Ning County Fire Protection District No. 2	King County Fire Protection District No. 20	King County Fire Protection District No. 25	King County Fire Protection District No. 27	King County Fire Protection District No. 34	King County Fire Protection District No. 37	King County Fire Protection District No. 40	King County Fire Protection District No. 43	Ang Louiny Fire Protection District No. 44 Kine County Bre Protection District No. 45	King County Fire Protection Ostric No. 47	King County Fire Protection District No. 50	King County Flood Control District	Kine County Hospital District No. 4	King County Public Hospital District No. 1	King County Public Hospital District No. 2	King County Water District No. 1.11	King County Water District No. 117	Mng Louiny water District No. 125 Kine County Water District No. 125	King County Water District No. 19	King County Water District No. 20 King County Water District No. 45	King County Water District No. 49	King County Water District No. 54	Kitsan Conservation District	Kitsap County Consolidated Housing Authority	Kitsap County Fire District No. 18 Shem County Biblic District No. 1	Kitsap County Rural Library District	Kitsap Public Health District	Xititas County Conservation District	Kititas County Fire Protection District No. 7	Kititlas County Hospital District No. 2	Kittles County Public Utility District No. 1	Kittlas County Water District No. 5	Kittlas County Water District No. 6	KATITAS COUNTY WATER UNSTILL NO. /
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Oregon South Carollina	West Slope Water District	West Valley Housing Authority Western Lane Ambulance District	Westport Wauna Rural Fire Protection District	Westwood Hills Road District	Ward Memorial Park District	Wicking Water District	Williams Bural Fife Protection District	Willow Creek Park District	Winchester Bay Sanitary District	Winston-Dillard Fire District	Winston-Dillard Water District	Woodburn Rural Fire Protection District	Yamhili Fire Protection District	Youngs River-Lewis and Clark Water District	State  Annual Control of the Control	Ortron Department of Revenue	Oregon Health Licensing Agency	Oregon Higher Education Coordinating Commission	Oregon State Board of Nursing	State of Oregon	Tribal	Burns Paiute Tribe Confederated Tribus of Cross   outsit   Immeria and Stretaus Indians	Confederated Tribes of Grand Ronde Community	Confederated Tribes of Siletz (ndians	Confederated Tribes of the Umatilia Indian Reservation	Cogullle Indian Tribe	Klamath Tribes																									•											

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Appendix C - Political Subdivision List for						
Virginia	Sneetal Distrairts	Public X-12	- Auto-	Public Higher Education	ately	Townships
City of Alexandria	Accomack-Northampton Transportiation District	Accomack County Public Schools	Accomack Collety	Site Bidge Community College	State of Victinia	Township of Green, Ross County
City of Bristol	Albemarle County Service Authority	Albemarie County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarie-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amella County	College of William and Mary	Virginia Department of Health	
City of Colonial Heights	Application level states Authority Bath County Airport Authority	Amberst County Public Schools	Appenditor County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emports	Big Stone Gap Redevelopment and Housing Authority Blackshare Christianshure, Vol. Mares Authority	Attentic Shores Christian Schools August County Oublic Schools	Bath County Badford Counts	George Mason University		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Alrport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Harrisonburg	blue Rage son and Water Conservation District Brittal Redevelopment and Housing Authority	Brinswick County Public Schools	Buchanan County Public Service Authority	Lord Fairmax Community Confer Massaputten Technical Center		
City of Hopewell	Brookneal-Campbell County Almort Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
ő	Branswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroli County Public Service Authority	Old Dominion University		
City of Norfolk	Cartiewood Water and Seware Authority	Chadotte County Public Schools	Charlest Lity County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Pledmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jali Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
	Character Albertaine Airbort Authority Character Albertaine	Colonial Beach Schools	Cumberland County	Nowanty rechnical Center Southern Virginia Maker Education Center		
City of Roanoke	Chespneake Bay Bridge and Tunnel District	Conner Siver School District	Dirwidele County	Southside Virginia Community College		
	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-new Castle Solid Waste Authority Coster Dietics from Apparet Anna Apparet Standardent Document Inc.	Danville Diehlie Schools	Florance County	Holowater Community College		
	Culocoer Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
	Cumberland Plateau Planning District Commission	Dinwiddle County Public Schools	Frederick County	University of Virginia Foundation		
	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority  Denville Distriction Courts Designed Englisher Authority	Fauguler County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Appalachia	Dickenson County industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appoint tox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddle Airport and Industrial Authority	Franklin County Public Schoots	Halffax County	Virginia Military institute		
Town of Bedford	Dinwiddle County Water Authority	Frederick County Public Schools	Hanower County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheylle Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gioucester County Public Schools	Highland County			
Town of Bonnes Mill	Fairfax County Economic Development Authority	Goochiand County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James Oty County			
Town of Bowlton	Fairfax County resevelopment and nousing Authority Fairfax County Water Authority	Greenville County Public Schools	King and Queen County King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schook	King George County Service Authority			`
Town of Broadway	Floyd County Economic Development Authority	Hampton Gty Schools	King William County			
Town of Broadnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisa County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	lunenburg County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Chillipwic	Halifax County industrial Development Authority Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Claremont	Hampton Koads Kegional Jali Authority Hampton Roads Sanibation District	Lexington City Schools Lendons County Public Schools	Northumberiana County Nottoway County			
Town of Gifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Cilton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Yawn of Clinches	Headwaters Soil and Water Conservation District	Madison County Public Schooks	Patrick County			
Town of Conhum	nopewell Redevelopment and Housing Authority James River Water duthority	Manassas City Public Schools Manassas Park City Schools	Pittsylvania County Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Grewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority Louise County Weter Authority	New Kent County Schools Name of Name Dublic Schools	Rappahannock County Rehmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rackbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools Northum City Subtic Schools	Rockbridge County Public Service Authority			
Town of Dumfries	Meherifu River Regional Jall Authority	Nottoway County Public Schools	Russell County			
Town of Dungannon	Middle Peninsula Regional Alrport Authority	Orange County Public Schools	Scott County			

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Public Higher Education	
County Seat County Puble Service Authority Seathwards and County Seathwards County Seathwards County Seathward County Seathward County Seate County Thi-County Lies Authority County Thi-County Lies Authority County Wester County Wester County Wester County Wester County Wester County York County York County	Page 2 of 2
Public K/12 Page Country Public Schools Parted Country Public Schools S	
New Separate Districts  New Se	
Chy Thom  Town of Bitter  Town	Appendix C

Townships

# SOURCEWELL<sup>SM</sup> (Formerly NJPA) AWARDED VENDOR REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by Sourcewell<sup>SM</sup> (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) Initials of Authorized Representative (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

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#### **Contract Request Form**

<u>Purpose and Instructions:</u> The purpose of the form is to request a contract or amendment to be prepared by the City Attorney's office and to provide all the information necessary. The form should be completed in its entirety either by typing or handwriting in the required information. You may use "N/A" for sections that do not apply to your given contract. Upon completion, submit one copy of the form to the City Attorney's office along with supporting documentation that helps to explain your objectives. Refer to below list for required supporting documentation for each contract type.

#### (The form starts on the following page)

#### Piggyback Agreements:

- 1. Approved Council Letter
- 2. Conformed Resolution
- 3. Proof of Corporation Status
- 4. Governmental Agency Contract (including any Amendments/Addundums)
- 5. Any additional information/materials

#### **Sole Source Agreements:**

- 1. Approved Council Letter
- 2. Conformed Resolution
- 3. Proof of Corporation Status
- 4. Rate/Fee Schedule
- 5. Scope of Work
- 6. Any additional information/materials

#### Services Agreement (from an RFP):

- 1. Approved Council Letter
- 2. Proof of Corporation Status
- 3. City's Request for Proposals "Blank RFP" (Exhibit A-1)
- 4. Contractor's Response to RFP (Exhibit A-2)
- 5. Contractor's Cost Proposal (Exhibit B)
- 6. Name of the City's Representative (Exhibit C)
- 7. Name of the Contractor's Representative (Exhibit E)
- 8. Any additional information/materials (Exhibit D)

#### **Amendments:**

- 1. Approved Council Letter
- 2. Conformed Contract and/or previous Amendments
- 3. New Rate/Fee Schedule (if renewing rate/fee)
- 4. Any additional information/materials

#### Amendments (ITB ONLY):

- 1. Approved Council Letter
- 2. Conformed Contract and/or previous Amendments
- 3. New Rate/Fee Schedule (if renewing rate/fee)
- 4. Contract breakdown of annual increase by year and vendor
- 5. Any additional information/materials



#### **Contract Request Form**

			Requestor's Info										
Date:	July 12, 2022		Department:		/ Fleet Services Bureau								
Name:	Patti Mobile		Phone # / ext.:	570-5403									
			Contract Preparation	Information									
C/Findi			Entity										
Company / Enti Name:		Quinn Company,	Inc.										
Street / PO BOX		10006 Rose Hills Road											
City / State / Zip	Code:	City of Industry, CA 90601											
Phone # / Fax #:		Phone: 562-463-4000	Fax	:									
Legal Structure: (Check one and fictitious name / business as (dba	provide the doing	■ Corporation, State of Incorporat □ Limited Liability Corporation (LLG □ Limited Liability Partnership (LLG □ Joint Venture	C)										
	,,	☐ Partnership☐ Individual / Sole Proprietor Fictitious name (dba), if any:											
			Contract De										
Contract Type: (Check all that a	pply)	Piggyback Contract	☐ Contract Amendme☐ ☐ Services Contract (fr☐ ☐ Other:										
Contract Number	er:												
Description of S Scope of Work	ervices /	Purchase of a Caterp	illar, Model X	Q 425, 375-Ki	lowatt emergency generator								
Contract Value:		Initial not-to-exceed amount:  + Current amendment (if the prior amendments (if the prior amount:  Total not-to-exceed amount:  Contingency amount (if applicable):	if applicable):	289,983									
Contract Duration	on / Term:	Initial											
		From: <u>7/15/2022</u> to (mm/dd/	10/14/2023 (yy)										
		Amendment:         to	/y)	Amendment Numbe	r.								
		Granges requested.											
Attachments: (refer to list of re supporting docu		■ Conformed Resolution ■ Scope of Work	■ Proof of Corporation ■ Governmental Agen ■ Name of City's Repr ■ Name of Contractor	cy Contract esentative	<ul> <li>□ Request for Proposals (RFP)</li> <li>□ Contractor's Response to RFP</li> <li>□ Contractor's Cost Proposal</li> <li>□ Prior Contracts and Amendments</li> </ul>								
Additional Information/Ma	aterials:												

Rev. 07/02/19 Page 2 of 2 7/3/2019

# QUINN COMPANY (2241583)







File Amendment

File Statement of Information

Request Certificate

*Initial Filing Date* 

12/05/2000

Status

**Active** 

Standing - SOS

Good

Standing - FTB

Good

Standing - Agent

Good

Standing - VCFCF

Good

Formed In

**CALIFORNIA** 

Entity Type

Stock Corporation - CA -

General

Principal Address

10006 ROSE HILLS RD

CITY OF INDUSTRY, CA

90601

Mailing Address

10006 ROSE HILLS RD

CITY OF INDUSTRY, CA

90601

Statement of Info Due Date 12/31/2022

Agent

Individual

901277 MICHELLE LOCKE

10006 ROSE HILLS RD CITY OF INDUSTRY, CA

90601

# Letter of Agreement To Extend the Contract

Between

Caterpillar Inc. 100 NE Adams Street Peoria, IL 61629

And

Sourcewell 202 12<sup>th</sup> Street NE Staples, MN 56479 Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #120617-CAT) for the procurement of Electrical Energy Power Generation with Related Parts, Supplies and Services. This Agreement has an expiration date of January 29, 2022, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 29, 2023. All other terms and conditions of the Agreement remain in force.

Sol Docusigned by:  Jeverny Suwarth  By:	, lts: Director of Operations &
Procurement/CPO	, its. <u>Director of Operations &amp;</u>
Name printed or typed: Jeremy Schwartz	
2/12/2021   11:57 AM CST	
Cat Jason traiser	
3E9FF774E086402 By:	VP - Electric Power Division ,lts:
Jason Kaiser Name printed or typed:	
2/13/2021   6:05 AM PST	



# **QUOTATION**

211082/31005647

DATE: 4-18-22 PAGE 1 of 7

**Quotation Expires: 5-18-2022** 

To: City Of Long Beach 2600 Temple Ave

Long Beach, CA. 90806 Attention: Juan Mercado Acquisitions Department

562-570-5410

Terms: Subject to Credit Approval

Special pricing under Sourcewell formally (NJPA) program
Sourcewell formally (NJPA) Member I.D. number for
City Of Long Beach 100490
Caterpillar Contact Number 120617-CAT
Caterpillar trailer mounted generator set model XQ425
Electric Brakes on trailer

(1) New Caterpillar Model XQ425 Trailer Mounted Diesel Standby Generator Set Rated 375 kW Stand-by 340 Kw Prime with fan, 60 Hz, <u>Switchable Voltage</u> at 1800 RPM. (480/277V) & (240/139V)

Generator includes standard equipment and accessories listed in the attached bill of material.

**Emissions: EPA Tier 4 Final And CARB Emissions Certified Air board permits and DMV not included.** 

New order SourceWell Pricing	. Caterpillar List: \$250,876.00 Plus Tax
	on Caterpillar Items: \$11,868.00 Plus Tax
	Tire fee: \$7.00

Estimated Tax: \$26,931.26

Total: \$289,982.26

Non Sourcewell (N.J.P.A.) Pricing gen set priced Includes non	Cat	
items		: \$284,000.00
Sale Tax (%) estimated tax		
Tire fees (Environmental)		
	•	• \$313 110 00



# **QUOTATION**

211082/31005647

DATE: 4-18-22 PAGE 2 of 7

**Quotation Expires: 5-18-2022** 

NOTE: Current lead-time 59 to 64 weeks on new order (Please call for stock generator sets) we do have one coming for stock. Subject to prior sale. SourceWell pricing is for our one stock unit coming in. New order for SourceWell pricing would be higher. Standard order non SourceWell listed.

#### Bill of Material

#### **Engine**

EPA Tier 4 final certified CAT C13 Acert ATAAC heavy duty diesel engine.

Electronic ADEM A4 controls

#### **Generator and Attachments**

Permanent magnet generator

Anti – condensation heater

#### **Engine Control System**

Electronic governor

#### **Control Panel and Instrumentation**

#### EMCP 4.2 Auto-start control panel

Emergency stop on panel

Dust proof enclosure (Control Panel)

Panel mounted voltage adjust potentiometer

Panel mounted audible alarm with mute

Contacts for common fault alarm signal

Panel lights

Contacts for generator set run signal

#### **Protection System**

Distribution panel

Switchable via link board from 480/277V 3 phase to 240/139V 3 phase (can be adjusted down to 208/120V 3 phase)

Load door safety switch

Remote start and stop contacts

#### **Distribution System**

NEMA 1 steel enclosure, spate hinged, lockable door with rust – resistant pinned hinges Main bus connections with hinged load cover with Plexiglas window closed for operation Main circuit breaker 3 – pole, 240/480V – 1600A with 24 DC shut trip wired to load door safety switch

Current transformers, hard mounted

Multiple duplex and twist – lock receptacles with individual circuit breakers

Two – wire remote start / stop terminals and 120 VAC shore power connection for rapid start

#### **Cat CEM (Clean Emissions Module)**

Aftertreatment module consists of Diesel Oxidation Catalyst (DOC), Diesel Particulate Filer (DPF), and selective Catalytic Reduction (SCR)

#### **Exhaust System**

Internal exhaust system



# **QUOTATION**

211082/31005647

DATE: 4-18-22 PAGE 3 of 7

**Quotation Expires: 5-18-2022** 

Manifold and turbo guards

### Fuel / Emissions Strategy

Meets U.S. EPA Tier 4 Final and CARB Certified for Non – Road Mobile applications at all 50 and 60 Hz ratings

### **DEF System**

12 gal plastic DEF tank provides 24 hour run time @ 75% Prime + 10 rating similar to fuel system DEF tank is equipped with integrated pump, level sensor to display the DEF level in EMCP panel, and electrically heated lines from DEF tank to CEM

Equipment with low and critically low level alarms with a critically low shutdown

#### **Fuel System**

Flex fuel lines

Heavy duty – Air cleaner

Two stage cyclonic / paper with dust cup and service indicator

UL 142 certified dual wall fuel tank (520 gallons)

27 hours run time @ 75% prime +10% rating, internal fuel fill

Auxiliary connections for customer supplied fuel transfer system with 6 – way fuel transfer valve.

## **Reduce Environmental Impact**

EPA Tier 4 Final technology

110% spill containment of onboard engine fluids

Meets 76 dB(A) at 7 m per SAE J1074 measurement procedure at 100% prime loads

#### **Mounting and Enclosures**

Seismic vibration isolators, installed between generator set and base rails

Weather & sound attenuated enclosure (77 dB(A) at 23 feet (full load)

#### **Starting System**

Lead acid starting batteries - 24 volt

# **Charging System**

45 Amp Charging Alternator

Battery Charger (AC to DC)

Solar powered battery maintainer

1400 CCA Caterpillar battery

Battery disconnect switch

#### **Cooling System**

Radiator

Engine heater (Block Heater)

Initial fill of coolant

Low coolant temperature alarm

Low coolant shutdown circuit

### **Lube System**

Initial fill of lube oil

#### Trailer

Tandem axle trailer with electric brakes



211082/31005647

DATE: 4-18-22 PAGE 4 of 7

**Quotation Expires: 5-18-2022** 

#### **Documentation**

EPA & CARB Non - Road Emission Certified

Factory test reports

Operation and maintenance manual

Standard warranty

Shop Prep

Start up inspection service & training (One trip) (Load bank test not included)

Delivery to jobsite Long Beach, CA)

#### **CLARIFICATION**

- > The equipment offered in this proposal is in accordance with your verbal request. No written details, plans, specifications, or drawings have been provided.
- No special equipment provided such as emissions control devices.
- > Permitting and DMV costs by others/city.
- > Special consideration should be taken concerning prime, portable application. Please confirm with local air district for further guidance.

<u>VERY IMPORTANT NOTE:</u> As a supplier of equipment, Quinn Power Systems (QPS) disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, building or construction codes or use permits pertaining to buyers or buyers' client's, particular application of such equipment or any similar type of permit.

Special attention should be given to the requirements of the local Air Quality Management District (AQMD) rules, regulations and permit process. As an equipment supplier, QPS is proposing equipment to specifications as indicated herein. If additional equipment or engine modifications are required beyond the specifications as required by AQMD and Best Available Control Technology (BACT) guidelines, those items are not included. For example, South Coast AQMD Rule 1470 requires controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school. Unless specifically indicated in this proposal, compliance to this rule is the responsibility of others.

Ultra low sulfur fuel is required for particulate filters plus will be the required fuel starting in 2006.

When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as certified equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit.

Only those items listed are included. Not included is any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself.

If delivery is delayed by customer (Buyer) beyond original shipment date, purchase price is due 30 days after original shipment date and a hold charge of 1% per month (12% per annum) of the purchase price is due each month until delivery. Service charge of 1.5% per month (18% per annum) is applicable on any delinquent balance.



211082/31005647

DATE: 4-18-22 PAGE 5 of 7 Quotation Expires: 5-18-2022

When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to additional charges.

Terms and conditions of Caterpillar warranty apply. The Manufacturers' warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. QPSA is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law.

If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery, additional costs should be anticipated. Additional costs might include, but not be limited to long term storage preparation, inspection charges, parts, service etc.

Terms of payment are net 30 days, no retentions; subject to credit approval. Per Company procedure, QPSA will file a California "Preliminary 20-day notice" applicable per Section 3097 of the California Civil Code.

Important conditions for export transactions. This transaction if for the sale of equipment only, as requested and as detailed in this proposal. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is the responsibility of proper application and installation, installation audits, sea trials (if applicable), installation materials and the installation itself. To ensure proper application, installation, and warranty integrity, you are encouraged to contact the receiving Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will QPSA be responsible for any such related costs.

#### TERMS AND CONDITIONS

Acceptance of Order.

This Quotation if for Buyer's information only and is not a valid offer to sell unless signed by an officer of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer which are inconsistent with the prices, terms and conditions of this Quotation will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

Liability.

Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, resale or use of any products covered by or furnished under any order shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special or consequential damages.

Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer.

Fulfillment of any order accepted by Seller is subject to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller.

Shipments.

Unless otherwise specified, shipment dates are approximate. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment.



211082/31005647

DATE: 4-18-22 PAGE 6 of 7 Quotation Expires: 5-18-2022

If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller may require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

#### Termination.

In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer.

#### Taxes.

Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

#### Patents.

Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing and gives the necessary authorization, information and assistance for the defense of such a claim.

#### Changes.

Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

#### Export Sales.

In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required.

The quotation provided herein is for information only, and is not a valid offer to sell unless signed by a Sales Representative of Quinn Power Systems and an officer of your Company in the space provided below. Any offer to sell or any offer accepted shall be subject to the Terms and Conditions page. Unless expressly stated on the face of this quotation, all prices, delivery schedules and product specifications are subject to change without notice. Quotation is good for 30 days, expires after that duration.

Signature: \_\_\_\_\_\_ Sales Representative: Mark Shepard Submitted By: Mark Shepard



211082/31005647

DATE: 4-18-22 PAGE 7 of 7 Quotation Expires: 5-18-2022



Quinn Power Systems Mark Shepard Sales Representative Cell: 562-307-4645

Fax: 562-463-7156

Office: 562-463-6069 Ext. 6069

3500 Shepherd St, Industry CA. 90601

mshepard@quinnpower.com

ACCEPTED BY:		
Company:	•	
Signature:		
Date:		



#### **BUDGET OFFICE COVER SHEET**

#### MEMORANDUM REVIEW

DEPARTMENT:	ENERGY RESOURCES	NERGY RESOURCES MEMO DATE: 2	
TO:	THOMAS B. MODICA, CITY MANAGER		
MEMO REF:	RE: ENERGY RESOURCES - EQUIPMENT ENHANCEMENT REQUEST- TFF		
RETURN CONTACT:	T: GRACE YOON, 8-6408; FIAHNA CABANA, 8-5031		

#### **BUDGET OFFICE COMMENTS:**

The Energy Resources Department is requesting approval of the attached Vehicle Enhancement Request for the Customer Service Call Center and Gas Services Dispatch Division. The Department is requesting one (1) portable generator to replace a rented generator used to provide emergency backup power to the department's Customer Service Call Center and Gas Services Dispatch Division.

The mid-year request will be paid for by the Gas Fund Group. Based on the Fleet Services Bureau pricing estimate, the total Acquisition cost is \$296,800 in addition to a monthly operation cost of \$2,779 will be absorbed by the Gas Fund in FY 22 in an amount up to \$330,148. It is reasonable to assume the unbudgeted cost can be absorbed in the Gas Fund Group in FY22. FY22 unbudgeted costs may be lower based on when assists are placed in service and operating costs begin to be charged.

All on-going capitalization, fuel, and maintenance costs is expected to be included in the Fleet FY23 MOU as structurally budgeted costs in the Gas Fund Group in the amount of \$33,348.



Date:

February 7, 2022

To:

Thomas B. Modica, City Manager

From:

Kevin Riper, Director of Financial Management

Subject: Energy Resources- Equipment Enhancement Request

Your approval is requested on the attached Equipment Enhancement Request for the Department of Energy Resources (ER), Customer Service Call Center and Gas Services Dispatch Division. Documentation includes Budget Office approvals, cost estimates and the Fleet Services Bureau vehicle enhancement request forms.

#### **Enhancement Information:**

- Requesting FY22 mid-year enhancement for one (1) portable generator to replace a
  rented generator used to provide emergency backup power to ER's Customer Service
  Call Center and Gas Services Dispatch Division. The one-time cost of \$296,800 will be
  absorbed in FY 22 into the Gas Fund Group.
- Estimated on-going maintenance, fuel and capitalization costs totaling \$33,348 annually will be included in the Fleet MOU as a permanent budgeted unit and paid for from the Gas Fund Group.
- Budget Office has approved pricing and ongoing cost provided by fleet.

In summary, Fleet concurs that the portable generator is the appropriate equipment, and the department has justified the need. Upon your approval, Fleet Services Bureau will initiate the procurement process for the equipment.

Thank you for your consideration of this request. If you have any questions, please contact Dan Berlenbach, Fleet Services Bureau Manager at (562)570-501.

APPROVED:

THOMAS B. MODICA CITY MANAGER

Lenda F. Takumpa

**ATTACHMENTS** 



### **ENERGY RESOURCES**

Date:

January 27, 2022

To:

Grace Yoon, Budget Manager, Financial Management

From:

Robert Dowell, Director of Energy Resources

For:

Thomas B. Modica, City Manager

Subject:

Justification for Fleet Equipment

The Energy Resources (ER) Department has been renting a backup generator to power the facility building that accommodates our Customer Service Call Center and Gas Services Dispatch division. Both divisions are critical to ER operations and having any power outage can cause serious issues if an emergency may occur. Given the requirement of such equipment for operational functions, we have an immediate need to purchase a permanent facility generator to replace the rental.

The one-time cost to purchase a CAT trailered generator is \$296,800, plus a prorated operating cost of \$2,779, resulting in a total FY22 cost of \$330,148. Each year thereafter, the ongoing operating costs for a 12-month period will be approximately \$33,348.

The FY22 costs will be absorbed in the Gas Fund Group. If additional information is needed, please contact Stefanie Clavery x2007.

RD:SC:lr

APPROVED:

Grace Yoon Budget Manager

The City of Long Beach, Fleet Services Bureau has received your vehicle enhancement request. This form is used for requests that are in addition to the current Departmental Fleet Services base budget (subobject 300003). In order to consider your request, please provide the information below:

	iled base vehicle (p	lease check	all that apply):	
□ New	☐ Used			
☐ Pickup Truck	☐ Service Body Tr	ruck E	1 Large Truck	□ SUV
☐ Sedan	☐ Compact	C	3 Alternative Fuel	I □ Hybrid
ZOther: CAT Trail		~ XQ42	.5	
☑ Engine Size:	375 kW			
☐ Tonnage Capacity:	□½ Ton □¾	4 Ton E	11 Ton 🗆 (	Other:
2. Is this vehicle:			/	
☐ Budgeted as part o	f annual budget	Æ	Mid-Year Budge	et Enhancement
☐ Grant Enhanceme	nt	[	1 Other	
Please attach and des	scribe approval doc	umentation (	i.e. City Manager n	nemo, grant
award letter/#, etc.):				
		· · · · · · · · · · · · · · · · · · ·		
3. What purpose will t	his vehide be utilize	ed for:		
1 1 P. 1	•			
trovial b	packup pour	~ (~	our Call C	enter 5
	sackup pund			
Dispatch o	• •		our Call C	
	• •			
	• •			
Dispatch (	office.			
Dispatch (	つ作、で. - - - - - - - - - - - - - - - - - - -	be used to	pay for the acquis	
Dispatch of A. What Index Code, Function	つ作、たと. Fund & Subfund will パレースマースタロムースマ	be used to 1	pay for the acquis	sition of the vehicle:
Dispatch of A. What Index Code, Function	つ作、たと. Fund & Subfund will パレースマースタロムースマ	be used to 1	pay for the acquis	
4. What Index Code, Findex Code; Fund & Title: E	Fund & Subfund will 14-37-3706-37 Nevzy Resources	be used to p 060 ( -σ00 /Βας. Ορ I be used to	oay for the acquis 000 - 00000 : <u>/fa</u> c: l. h v⁄sut pay for the ongoi	sition of the vehicle:  ofund #: ing maintenance/fuel;
4. What Index Code, Findex Code; Fund & Title: E	Tund & Subfund will 141-37-3706-37	be used to p 060 ( -σ00 /Βας. Ορ I be used to	oay for the acquis 000 - 00000 : <u>/fa</u> c: l. h v⁄sut pay for the ongoi	sition of the vehicle:  ofund #: ing maintenance/fuel;

5. Is this vehicle expected to be replaced at the end of its lifecycle?  If yes:
Future One-Time source of funds. Explain: True Tity Cost
☐ Program to be charged monthly capital recovery cost.
□ Other:
6. Will this vehicle need specialized communications equipment?  If yes, check the type(s) of equipment needed.
□ City Radio □ PC Terminal □ GPS/AVL □ Other:
7. Will this unit be identified on any emergency response disaster plan?  Of N / Don't know  If yes, list the plan(s):  Continuity of Operations Plan
Continuity of Operations Plan Emergency Response Plan
8. Will this unit need Emergency Equipment or Features?  If yes, check the type(s) of equipment:
□ Light Bar □ Strobe lights □ Generator □ Tools/Equipment □ Traffic Advisor
□ Lift Gate □ Other:
9. What is the estimated annual mileage for this vehicle:
10. If the estimated annual mileage for this vehicle is less than 7,500 miles, please check the applicable usage justification(s).
If not, continue to the next question.
☐ Emergency Response – Safety ☐ Emergency Response – Maintenance or Field
☐ Regularly transports large quantities of equipment or supplies
☐ City Seal identification required ☐ Specialized equipment affixed to vehicle
Clother:
11. How many days per week will this vehicle be utilized?
□ 1 - 2 days □ 3 - 5 days □ 6 - 7 days

12. On average, how many hours per week will this vehicle be utilized?
Ø < 6 hours □ 6 - 15 hours □ 16 - 25 hours □ 26 - 40 hours □ more than 40
13. Could you use a refurbished or reassigned vehicle? Y/(N)
14. Will this unit be utilized as a shared "pool vehicle" by others in your Y N work group or another division/department?
15. Will the vehicle be exempt from the standard City seal(s)/ logo(s)? Y
If yes, please state justification below:
16. Will this unit be assigned to <u>one</u> City employee?
If yes, provide primary driver information.
lf no, fill out the primary and alternate driver information (Note: if this vehicle is taken home as part of a rotating emergency call-out group, ell members of that group are to be listed).
Assigned Driver(s) Bureau / Job Classification /
Primary Driver Brian Law Businescos / Fueilities Safety Officer
For Rotating Emergency Call-Out Groups - Name of Group:
Alternate Driver

(Allach separate sheat for additional drivers)

#### Take Home Vehicle Section

Please complete the questions and signature below for all take-home vehicles. If a rotating emergency call-out group uses this vehicle, all members of that group are required to fill out this page.

17. Is this vehicle parked at an em	ployee's home outside work t	HOUTE? Y / N		
If yes, fill out the information below	A:			
Home address;				
Home city:				
Home zip code:	•	W		
One-way number of miles from ho	<b>▼</b>	1		
Average number of City business	•			
Average number of times per mon for after-hours emergencies?	th this vehicle is called out	•		
Please check the justification(s) fo	r assigning the vehicle as a te	ike home vehicle:		
☐ Emergency Response - Safety	- •	• •		
☐ Regularly transports large quan	• • • • • • • • • • • • • • • • • • • •			
☐ City Seal identification required	• • •			
☐ Police Motorcycle Officer	☐ Police / Fire Sworn Con	nmand staff		
Other.				
Certific	ation for Take Home Vehic	e Only		
I understand that an assigned very purposes. I certify that the info	ehicls is City property and i mation provided on this for	m is correct.		
Employee Name - Print	the state of the s	Job Title		
Employee Signature		Date		
I have reviewed the information be allowed to take a City vehicle effective way to achieve the ope	home and assert that tills	ls the most economical and		
Supervisor Name Print		Job Title		
Supervisor Signature	,	Date		

Department Contact and Department Approval for this Request			
Brian Lam x 2069 Contact - Print Name & Phone# Contact - Signature	Sufety Officer Job Title 12/23/21 Date		
BOB DOWE U  Department Head - Print Name  Department Head - Signature	DIRECTOIL.  Job Title  12/28/21  Date		
Additional comments:			
	<u> </u>		

### Enhancement FY 22 Proposed Trailered Generalor XQ425

Veh: Int. Utility	Acquisitions Cost Including Outfit		nthly Charge ital Replacement	Mainte	rage enance nthly	1	erage Fuel onthly		<u>Monthly</u> Overhead
New/Used: <u>New</u> Unit cost									
<u>Total*</u>	\$ 296	800 \$	2,234	\$	320	\$	180	\$_	45
Total approximate of	Acquisitions costs to the ongoing operating costs ongoing operating costs nit (Acquisition + 12 mon	per month: for <u>12 months</u> :		\$ \$	96,800 2,779 33,348 30,148				

Note: This estimated quote is per unit, for current make model CAT Trailered Generator XQ425

# Letter of Agreement To Extend the Contract

Between

Caterpillar Inc. 100 NE Adams Street Peoria, IL 61629

And

Sourcewell 202 12<sup>th</sup> Street NE Staples, MN 56479 Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #120617-CAT) for the procurement of Electrical Energy Power Generation with Related Parts, Supplies and Services. This Agreement has an expiration date of January 29, 2022, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 29, 2023. All other terms and conditions of the Agreement remain in force.

Sou—DocuSigned by:	
So Docusigned by:  Jeverny Schwartz  By:	, lts: <u>Director of Operations &amp;</u>
Procurement/CPO	
Name printed or typed: Jeremy Schwartz	
2/12/2021   11:57 AM CST	*
Cat Jason kaiser	
By:	VP - Electric Power Divisior ,lts:
Jason Kaiser Name printed or typed:	
Date 2/13/2021   6:05 AM PST	

#### Form C

# EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
26 / Page 22	Vendors' certificate(s) must include all subcontractors as sudditional insureds under its policies	Caterpiller Dezlers cannot be named as additional insureds on this confificate.	NJPA Accepts
6 / Page 25 -27	The Vendor arust disclose to NIPA any lingation, bankruptcy, or suspensions/disbarments that occur during the Contract period.	As a large international enterprise, Catespillar inc. can among a numerous litigation and other proceedings all over the globe for useff and for its subsidiaries and its affiliates Catespillar fac agrees to provide the information requested in 7.16 for activities that directly impact Catespillar inc 's performance obligations under the NPA control.	NJPA Accepts
( Page 28	Proveiling wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the MIPA Member	Caterpillar he will use its subcombinators, who are independently owned and operated Dealers, to provide services to MIPA Members. Caterpillar Dealer's will comply with the applicable prevailing wags legislation required for the services provided to MIPA Members in their jurisalisations.	NJPA Accepts
ser's Signatu	ire: PwVM.	Date	:: <u>11/21/2</u>
NJPA's cla	rification on exceptions listed	above:	

#### Contract Award RFP #120617

#### FORM D



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

#### ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, 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:	November 21, 2017	
Company Address:	100 NE Adams Street			
City: Peoria		State: 1	L Zip: 61629	
Contact Person: S	eth Charna	Title:	Industry Representative	
Authorized Signature:	Bart Myers	Ifm	(Name printed or typed)	

# FORM E CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

Based on NJPA'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 NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (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 NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:	
Derey Johns	Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS	(NAME PRINIED OR TYPED)
AND PROCUREMENT/CPO SICHATURE	
	Chad Coquette
NIPA EXECUTIVE DIRECTOR/CEO SIGNATURE	(NAME PRINTED OR TYPED)
Awarded on January 25, 2018	NJPA Contract # 120617-CAT
Vendor Authorized Signatures:	
The Vander hereby accepts this Contract ou	
the verticol heleby accepts this confider aw	rard, including all accepted exceptions and amendments.
Vendor Name _ Caterpillar Inc.	
• • • • • • • • • • • • • • • • • • • •	IBOD David Consulting
Authorized Signatory's Title General Manage	er - IPSD Power Generation
But Mun	Bart Myers
VENDOR AUTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)
Executed on January 26, 2018	NIPA Contract # 120417-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 NJPA 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 NJPA, or any person, firm, or corporation under contract with NJPA, 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 NJPA 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 NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA 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 NJPA 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 NJPA for reasonable measures that NJPA takes to uphold such a data designation.

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

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

Company Name: Caterpillar Inc.	
Address: 100 NE Adams Street	
City/State/Zip: Peoria, IL 61629	
Telephone Number: (309) 675-1000	
E-mail Address: Contact Seth Charna: Charna_Seth@cat.com	
Authorized Signature: SMM	
Authorized Name (printed): Bart Myers	~~~
Title: General Manager - IPSD Power Generation	
Date: November 21, 2017	
Notarized	
RATMONY CHHUTH Notary Public, State of Texas Comm. Expires 09-10-2020 Notary ID 129118195	
Subscribed and sworn to before me this 2/ day of November, 20 17	
Notary Public in and for the County of Harri's State of	Texas
My commission expires: $9/10/2020$	
Signature: Karmony Chtell	

#### Form P



#### PROPOSER QUESTIONNAIRE

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

Proposer Name:	Caterpillar Inc.
Questionnaire completed by:	Seth Charna

#### Payment Terms and Financing Options

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

  Payment terms that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly equivalent to local competition. Payment terms will be made very clear to potential NJPA customers upon quotation.
- 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?
  - Caterpillar Financial offers financial tools for NJPA Members through the Caterpillar Dealer Network on a case by case basis. Leasing terms that Caterpillar Dealers would offer to NJPA Members vary by dealers, but are most certainly equivalent to local competition. Leasing terms will be made very clear to potential NJPA customers upon quotation.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
  - The order process will not change compared to the current NJPA contract. The NJPA Member references the NJPA contract number on the P.O., which is then presented directly to their local Caterpillar Dealer.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

#### 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 NJPA 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?

Please reference the following attachments in response to these questions specifically for the Power Generation products listed in this proposal. There are no geographic regions of the United States or Canada for which Caterpillar cannot provide a certified technician to preform warranty repairs.

Additionally, when purchased through the NJPA contract, select products will automatically include options for Extended Service Coverage in 2018. Customized Extended Service Coverage is also available through the Caterpillar Dealer Network on a case by case basis.

See Attached:

Caterpillar Standard Warranty SELF5709.pdf

See Attached:

Olympian Standard Warranty LEXF3074.pdf

See Attached:

2018 ESC NJPA Announcement Letter - October 6 2017.pdf

6) Describe any service contract options for the items included in your proposal.

Service contracts that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly at least equal to local competition. Service contract terms will be made very clear to potential NJPA customers upon quotation.

#### 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.

Caterpillar is offering a full line of diesel and natural gas packaged generator sets from 40 to 4000 kW. Caterpillar is also offering our XQ Products, which is our mobile generator line including trailers. Other popular and almost necessary equipment included to enhance generator set purchases are Automatic Transfer Switches, Switchgear, EPIC paralleling gear, and Microgrid components all provided from Caterpillar. The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements.

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 NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. 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.)

Percentage Discount from Manufacturer's and Dealer's List Pricing per the included documentation along with product price lists. The discounts included are typically higher than standard discount for each product solution. There may be specific cases with specific options or attachments where the NJPA discount is not as deep as the non-NJPA offer. Caterpillar does have the ability to make additional discounts for NJPA members and non-NJPA customers on a case by case basis. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018. Please note, there are some items in the provided Caterpillar price lists that are marked as "Net" pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services.

See Attached:

Caterpillar Gen Disc List RFP December 2017.xlsx

See Attached:

List of Caterpillar Price Lists by Product Family.zip

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.

Overall pricing from published list price is discounted from 10% up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018.

See Attached:

Caterpillar Gen Disc List RFP December 2017.xlsx

See Attached:

List of Caterpillar Price Lists by Product Family.zip

10) The pricing 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, o state purchasing departments.
X_	_c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
***************************************	d. other than what the Proposer typically offers (please describe).

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

Volume discounts or rebate programs are not offered. The best discounting has been included in this RFP response for Caterpillar solutions.

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.

There are some items in the provided Caterpillar price lists that are marked as "Net" pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services. The percentage mark-up offered by Caterpillar Dealers to NJPA Members will vary by dealer, but is certainly equivalent to local competition. Exercising the ability to offer cost plus a percentage for "Net" items will ensure more clarity for the Caterpillar Network regarding NJPA offers because the current contract makes it difficult to calculate "Net" items since they cannot be discounted by Caterpillar. For a majority of sales including EPA Tier 2 or EPA Tier 3 platforms, the "Net" items on average are no more than 1-2.5% of the total customer list pricing. EPA Tier 4f platforms have a higher percentage of "Net" items due to the significant amount of set priced emissions components required for EPA certification.

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 inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All transactions will take place and be negotiated between a Caterpillar Dealer and an NJPA member. Only those generator set items specifically included in a Caterpillar List Price are subject to the NJPA administration fee. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

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

These programs and policies vary with products and geographic regions. Each quote from a Caterpillar Dealer to an NJPA member will have unique shipping fees. These fees may include shipment from the Caterpillar factory and, in some cases, additional local shipping fees either to a third-party packager or to the customer when factory shipment timing doesn't align with customer requirements. Shipping fees will be handles on a case-by-case basis between the selling Caterpillar Dealer and the NJPA member.

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

Shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery are included in question 14. These items vary by Caterpillar Dealer due to the different geographic locations. The Caterpillar Network located in Alaska, Hawaii, Canada, or other offshore location is aware of their local shipment requirements and is knowledgeable on how to quote shipping to NJPA customers.

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

Caterpillar offers a factory freight program specific to certain product lines. Where applicable, this program utilizes economies of scale to ensure the best shipment cost to the local Caterpillar dealer from our factories. This portion of the freight cost to customers will pass through the Caterpillar network as it did before, but is managed by Caterpillar for the first point of delivery.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA 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 NJPA.

The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach NJPA members purchasing prices per the NJPA contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as an NJPA sale on their order and they must also send a report to the Caterpillar designated NJPA custodian, Seth Charna, including the product order number and NJPA member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to NJPA. The Caterpillar designated NJPA custodian, Seth Charna, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to NJPA members as well as the quarterly administration fee process.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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.)

The proposed administrative fee payable to NJPA is proposed to be 1% of transaction price, in line with the previous two Caterpillar contracts, for all NJPA contract sales of generator sets. This 1% is the same percent as outlined in our current NJPA contract #080613-CAT

Should Caterpillar be exclusive, like the previous two Caterpillar contracts, this is valuable to the Caterpillar Dealer Network and Caterpillar would be willing to increase the administrator fee to 1.25% of transaction price.

#### **Industry-Specific Questions**

19) Please specify product and voltage range the generator equipment that you are offering.

Caterpillar offers factory voltage options for the majority of customer requirements. In general, here's a snapshot of the factory options based on the diesel product line. Voltage options may slightly differ on the natural gas product line and the full Caterpillar price list should be consulted to determine which specific ratings can be configured with the voltages listed below. There may also be a few exceptions where the Caterpillar Dealer Network can work towards custom solutions when necessary.

100 kW and Below Single Phase: 240V

750 kW and Below Three Phase: 480V, 600V, 208V, 240V

1000 kW up to 1250 kW: 480V, 600V, 208V, 240V, 400V, 380V

1500 kW up to 4000 kW: 480V, 600V, 240V, 440V, 380V, 2400V, 416V, 4160V, 6300V,

6600V, 6900V, 12470V, 13200V, 13800V

20) Describe your mobile or trailer mounted units, if any, and specify the ranges.

The XQ product line is included in the Caterpillar proposal. These units are offered with trailers for mobile use and for the most part they include switchable voltage options, which is preferred since they can be utilized at multiple customer locations with unique voltage requirements. The following XQ products are available and are EPA Tier 4f certified for mobile usage. We are working on a platform between the XQ125 and XQ425 that will be available/added to an awarded contract once released. The number represents the kVA rating of the generator and not the kW output.

XQ35

XQ60

XQ125

XO425

XQ570

#### 21) If you are providing trailers as part of a turnkey package, please provide details.

All XQ packages described in question 20 include trailers with selectable options including the ball size and brake type. These are the only factory product offerings that can be configured on trailers due to EPA emissions requirements.

It is important to note that the Caterpillar Dealer Network can also place Caterpillar genset packages on trailers when necessary as long as EPA regulations for stationary applications are met (EPA requires the generator to remain stationary for a specific period of time).

#### 22) Describe how you will include customization and the pricing of such for the units.

The Caterpillar Dealer Network can offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

## 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.

The Caterpillar Dealer Network will be the provider of all Caterpillar and non-Caterpillar components and services required to meet the NJPA members' local requirements.

#### 24) Describe any preventative maintenance or extended service coverage agreements.

Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

## 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?

- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
- b. What are recommended service intervals?

The Caterpillar Dealer Network will be the provider of all preventative maintenance plans / programs that are specific to the product being provided to the NJPA member. Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

#### 26) Describe your rental agreements and pricing schedule.

Rental agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

#### 27) Will you include used equipment and if so, provide a pricing strategy for these units.

Used product agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

#### 28) Provide a general overview of your products EPA compliance.

Caterpillar offers a full range of products for use in the United States per EPA compliance guidelines. Per these guidelines, the application determines the EPA emissions level that is required for that specific product. For diesel emergency standby ratings (most of the market for <1000 kW) Caterpillar offers both EPA Tier 2 and EPA Tier 3 emissions levels and the specific emissions level is auto selected based on the EPA defined brake horsepower requirements. For non-emergency and/or mobile applications, Caterpillar has select ratings available with EPA Tier 4f factory certification. The Caterpillar Dealer Network is familiar with EPA regulations and can direct the NJPA member to the applicable product line required for their application.

#### 29) Identify the lifecycle cost of ownership of your generator solutions.

The Caterpillar Dealer Network will be the provider of all preventative maintenance and lifecycle costs at the request of NJPA members. Due to the vast differences across geographic locations and product lines, this request will be handled on a case-by-case basis.

Signature: But Mun

Date: 11/21/2017