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	1	AGREEMENT
	2	THIS AGREEMENT is made and entered as of April 20, 2023 for reference
	3	purposes only, pursuant to Resolution No. RES-23-0038 adopted by the City Council of
	4	the City of Long Beach at its meeting on March 21, 2023, by and between ARIZONA
	5	MACHINERY, LLC dba STOTZ EQUIPMENT, an Arizona Limited Liability Company
	6	("Contractor"), with a place of business located at 4811 Brooks Street, Montclair, CA
	7	91763, and the CITY OF LONG BEACH ("City"), a municipal corporation.
	8	WHEREAS, Section 1802 of the Long Beach City Charter permits the City to
	9	make purchases under the purchasing contracts of other governmental agencies when
	10	authorized to do so by a resolution; and
	11	WHEREAS, the City desires to purchase two John Deere tractors, with
Z	12	related equipment, (1) current model John Deere 7R210 tractor to replace existing unit
th Floo 511	13	(14809) and (2) current model John Deere 6R215 tractor to replace existing unit (143007),
411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511	14	through John Deere Construction Retail Sales contract with Sourcewell; and
	15	WHEREAS, Sourcewell has a contract for the purchase of two John Deere
	16	tractors, with related equipment and accessories, Contract No. 032119-JDC (collectively
	17	"Sourcewell Contract"); and
	18	WHEREAS, Stotz Equipment is the local distributor of John Deere
	19	Construction Retail Sales. Arizona Machinery Inc. is the managing member of Arizona
	20	Machinery LLC, who does dealership business as Stotz Equipment; and
	21	WHEREAS, the City's participation in the Sourcewell Contract will facilitate
	22	the City's ability to purchase as well as provide considerable cost benefits to the City; and
	23	WHEREAS, Resolution No. RES-23-0038 authorizes the City to purchase
	24	two John Deere tractors with related equipment and accessories by virtue of the Sourcewell
	25	Contract;
	26	NOW, THEREFORE, in consideration of the terms and conditions contained
	27	in this Agreement, the parties agree as follows:
	28	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
		1 AL:kd A22-03750 (4-20-23) 01523484.docx

OFFICE OF THE CITY ATTORNEY DAWN MCINTOSH, City Attorney 411 West Ocean Boulevard, 9th Floor

|| 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.

B. Contractor shall sell, furnish and deliver to the City two John Deere tractors, with related equipment and accessories 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 Five Hundred Thirty-Six Thousand Five Hundred Seventy-Nine Dollars (\$536,579), including tax and shipping, until the Sourcewell Contract expires on March 13, 2024. To the extent that the Sourcewell Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Sourcewell Contract.

C. Payment for the two John Deere tractors with related equipment and accessories from Contractor by the City shall be made by the City on delivery to and acceptance of the two John Deere tractors with related equipment and accessories by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

D. All warranties shall accrue to the City of Long Beach.

Neither this Agreement nor any money that becomes due to
 Contractor under this Agreement may be assigned by Contractor without the prior written
 consent of the City Manager or his designee.

3. Any notice given under this Agreement shall be in writing and
personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
delivered or mailed to Contractor at the relevant address first stated above, and to the City
at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
shall be deemed given three days after deposit in the mail.

27 4. The terms appearing on the Sourcewell Contract are incorporated in28 this Agreement.

Contractor shall cooperate with the City in all matters relating to self-

OFFICE OF THE CITY ATTORNEY DAWN MCINTOSH, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511 1

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accrual of use tax. Contractor shall contact the City Treasurer for additional information
 regarding self-accrual.

6. This Agreement and all documents which are incorporated by
reference in this Agreement constitute the entire understanding between the parties and
supersede all other agreements, oral or written, with respect to the subject matter of this
Agreement.

7

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

8 PR LLC 9 ARIZONA MACHINERY, MC. DBA STOTZ EQUIPMENT, a Arizona 10 corporation 11 June 29, 2023, 2023 By [†] OFFICE OF THE CITY ATTORNEY DAWN MCINTOSH, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511 12 Rob ROSZ Name Title Vice Fresident of Managing 13 Membe 2023 By _ 14 Name Title 15 16 "Contractor" 17 CITY OF LONG BEACH, a municipal corporation 18 By______ Jinda J. Jahim City Manager , 2023 19 20 EXECUTED PURSUANT "City" 21 TO SECTION 301 OF THE CITY CHARTER. 22 This Agreement is approved as to form on _____July 6 , 2023. 23 24 DAWN MCINTOSH, City Attorney 25 By ____` Deputy 26 27 28 3 AL:kd A22-03750 (4-20-23) 01515589.docx

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of <u>Arizona</u> }ss.
On this the <u>Ary Hay</u> of <u>Fund</u> , <u>2023</u> , before me, <u>Julie</u> Jackson Name of Nolary Public Public, personally appeared <u>KOB</u> , <u>KOSZ +O CZU</u> , Name(s) of Signer(s) <u>JULIE JACKSON</u> Name(s) of Signer(s) Matricopa County Commission # 565514 My Comm. Expires Jul 17, 2023
to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.
WITNESS my hand and official seal.
Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of Signer Top of thumb here
Description of Attached Document
Title or Type of Document:
Document Date: Number of Pages:
Signer(s) Other Than Named Above:

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EXHIBIT "A"



SourcewellSM 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 12th Street Northeast, Staples, MN 56479

RFP #032119

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

<u>RFP Timeline</u>

January 31, 2019	Publication of RFP in the print and online version of USA Today, in the print and online version of the Salt Lake News within the State of Utah, in the print and online version of the Daily Journal of Commerce within the State of Oregon (note: OR entities this pertains to: <u>www.sourcewell-mn.gov/compliance-legal/oregon-advertising</u> 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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 - D. Vendor
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- 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</u> <u>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.

2.2 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 <u>www.sourcewell-mn.gov</u>.

<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.

3.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.

<u>3.5.1</u> 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.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

<u>3.9</u> Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

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

- **<u>3.11.2</u>** 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";
- <u>3.11.4</u> 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.

<u>3.12</u> 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.

<u>3.13</u> 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.

3.15 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:

<u>**3.17.2.1**</u> 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.

3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

<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.

<u>3.18.1</u> For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

- **<u>3.18.2</u>** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- **3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by Sourcewell.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

<u>3.22</u> Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. Sourcewell also desires sole responsibility with regard to:

<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.

<u>3.23.2</u> 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.

<u>3.23.4</u> If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell's option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

<u>3.26</u> Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

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

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publiclyfunded 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).

3.29 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

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

<u>3.32</u> Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

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.

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

G. SOLUTIONS-BASED SOLICITATION

3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. Sourcewell may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

<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

<u>4.2</u> 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

<u>4.3</u> 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, Terms, 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

<u>4.7</u> 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 "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.

<u>4.9.1</u> 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

<u>4.9.4</u> 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.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

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 <u>www.sourcewell-mn.gov</u> (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;

<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 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

<u>4.24.9</u> Extend proposal due dates.

<u>5</u> <u>PRICING</u>

<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.

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, 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 notfor-profit agencies that would find value in a national contract awarded by Sourcewell.

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

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

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

<u>5.7</u> Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft[®] Excel^{®)} in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 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.

5.10 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

5.11 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.

5.13 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

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

D. HOT LIST PRICING

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

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

5.17 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

5.18 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.

5.26 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.

5.30 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."

<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.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

<u>5.35.1</u> *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *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.]

5.38 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

5.44 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

5.45 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.]

5.48 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.

5.52 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.

5.53 Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

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.

6.2 Sourcewell uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

<u>6.3</u> The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

<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

- **<u>6.6.1</u>** 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;
- **<u>6.6.4</u>** 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
- 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
- **<u>6.8.7</u>** Payment Terms and Financing Options
- 6.8.8 Warranty
- 6.8.9 Equipment/Products/Services
- **<u>6.8.10</u>** 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.

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 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

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

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

F. MARKETING PLAN

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

6.19 Sourcewell marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

<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.

<u>6.19.3</u> Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of

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

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

<u>6.19.5</u> Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

<u>6.19.6</u> Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

<u>6.19.6.1</u> Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

<u>6.19.6.2</u> Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

<u>6.19.6.3</u> Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

<u>6.19.6.4</u> Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

<u>6.19.7</u> A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

<u>6.20</u> Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

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

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

<u>6.23</u> 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.

<u>6.23.1.2</u> 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.

6.26 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

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

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

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

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

6.29.1 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.

6.29.2 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.

6.29.3 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.

6.29.4 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.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

<u>6.36</u> Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

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

<u>6.37</u> Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

<u>6.38</u> Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

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

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

<u>7.1</u> 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.

<u>7.2</u> 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

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

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

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

F. TRADE-INS

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

G. OUT OF STOCK NOTIFICATION

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

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

<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;

7.14.3 Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

<u>7.14.5</u> The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

<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.

7.17 Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

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

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

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

B. APPLICABLE LAW

<u>8.2</u> [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.

<u>8.6 through 8.7</u> [This section is intentionally blank.]

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

<u>8.9</u> 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.

<u>8.10</u> 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

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

<u>8.13</u> 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

<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

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.

<u>8.16</u> [This section is intentionally blank.]

G. ENTIRE AGREEMENT

<u>8.17</u> 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

<u>8.21</u> 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.

<u>8.22</u> 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

<u>8.23</u> 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

8.25 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.

- **<u>8.25.1</u>** The name, address, and telephone number of the protester;
- **<u>8.25.2</u>** 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 Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

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

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

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

<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

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 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, masterservant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

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

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

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

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

<u>8.33</u> 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.

<u>8.42</u> 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.

8.47 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>

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

Form A

PROPOSER QUESTIONNAIRE- General Business Information

Sourcewell

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

Proposer Name:	Questionnaire completed by:
Please identify the person Sourcewell should corres	pond 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 (fulltime 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</u>



Company Name: _____



Address: City/State/Zip: Fax: _____ Phone: Toll-Free Number: E-mail: _____ Website Address: _____ **COMPANY PERSONNEL CONTACTS** Authorized signer for your organization Name: Email: Phone: The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer. Who prepared your RFP response? Name:______Title:_____ Phone: Email: Who is your company's primary contact person for this proposal? Name: _______Title: ______ Email: _____ Phone: **Other important contact information** Name: _____ _____Title:_____ Phone:_____ Email: _____ Name: Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Company Name:

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

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

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:

FORM D

Contract Award RFP #032119



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:
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SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE Jeremy Schwartz (NAME PRINTED OR TYPED)

Chad Coauette

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Awarded on MM DD, YYYY

(NAME PRINTED OR TYPED)

Sourcewell Contract # 032119-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, 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

Sourcewell

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
- 4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Company Name:	
Address:	
City/State/Zip:	
Telephone Number:	
E-mail Address:	
Authorized Signature:	
Authorized Name (printed):	
Title:	
Date:	*****

Notarized

•

day of	_, 20
	State of
١	<u></u>
	_ day of

Form G



OVERALL EVALUATION AND CRITERIA

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

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

<u>Form P</u>



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 <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 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:	



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

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 CHANGES 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. *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."

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

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

 \Box Yes \Box No

Section 5. Signatures

Print Name and Title of Authorized Signer

Jeremy Schwartz		
Sourcewell Director of	Cooperative Contract	cts and Procurement/CPO

Date

Date



Appendix A

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

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

http://www.usa.gov/Agencies/Local_Government/Cities.shtml http://nces.ed.gov/globallocator/ https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php https://www.usa.gov/tribes#item-37647 http://www.usa.gov/Agencies/State-and-Territories.shtml Oregon Hawaii Washington



Appendix B - Political Subdivision List for HI, ID, OR, SC, UT, WA

HI, ID, OR, SC, UT, WA	ortet	Oregon	South Carolina	Utab	Washington
ity C	owniy	County	County	County	County
	Ada County	Baker County	Abbeville County	Bezver Courty	Adams County
	Adams County	Benton County	Alken County	Box Elder County	Asotin County
	Bannock County	Central Oregon Intergovernmental Council	Aliendale County	Cache County	Benton County
	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
	Benewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Cialiam County
er Education	Birgham County	Clatsop County	Barrovell County	Oavis County	Clark County
	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
	Bolse County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowfitz County
	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	FrankSin County
	Butte County	Douglas County	Charleston County	Grand County	Garfield County
	Carnas County	Gillam County	Cherokee County	tran County	Grant County
mehameha Schools	Carryon County	Grant County	Chester County	Juab County	Grays Harbor County
bal District	Caribou County	Harney County	Chesterfield County	Kane County	Island County
wall Community Development Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jelferson County
walk Public Housing Authority	Clark Courty	Jackson County	Colleton County	Morgan County	King County
wall Tourism Authority	Clearwater County	Jefferson County	Darlington County	Plute County	King County Directors' Association
notulu Authority for Rapid Transportation	Custer County	Josephine County	Dillon County	Rich County	Kitsan County
	Elmore County	Xiamath County	Dorchester County	Salt Lake County	Kithitas County
	Franklin County	Lake County	Edgefield County	San Juan County	Klichitat County
	Fremont County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
wail Department of Finance and Administration	Gen County	Lane County	Fiorence County	Sevier County	Uncoln County
	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
	Idaho County	Unn County	Greenville County	Topele County	Okanogan County
	Jefferson County	Malheur County	Greenwood County	Unitah County	Pacific County
	Ierome County	Marion County	Hampton County	Utah County	Pend Crellis County
	Kootenal County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Martow County	Jasper County	Washington County	San Juan County
	Lembi County	Multhomah County	Kershaw County	Wayne County	Stagit County
	Lewis County	Polit County	Lancaster County	Weber County	Skamania County
	Uncoin County	Sherman County	Laurens County	Municipality	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoha County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	Gty of American Fork	Thurston County
	Onelda County	Wallowa County	Marion County	Gty of Aurora	Thurston Regional Planning Council
	Dwybee County	Wasco County	Mariboro County	Gty of Ballard	Wahlvalum County
	Payette County	Washington County	McCormick County	City of Beaver	Walta Walta County
	Payette County Prover County	Wheeler County	Newberry County	City of Blanding	Whatmon County
	Shoshone County	Yambil County	Oconee County	City of Bullidale	Whitman County
	Teton County	Municipality	Oranaeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Fickens County	City of Bolghum	Yalima County Public Services
	Valley County	City of Advian	Sichland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Albany	Saluda County	City of Cedar City	Municipality
	vasion county dunicipality	Gity of Amity		City of Cedar Kills	City of Aberdeen
	City of Aberdisen	City of Arlington	Spartanburg County	City of Centerville	City of Aleroeen City of Aleroeen
	City of Abersien		Sumter County		
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Fails	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammen	City of Athena	York County	City of Coshille	City of Arlington
	City of Arco	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Baker City	Gty of Alken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Bandon	City of Anderson	City of Delta	Gity of Battle Ground
	City of Atomic City	City of Banks	City of Barmeel	City of Oraper	City of Bellevue
	Gty of Bancroft	City of Bay City	City of Beaufort	City of Duckesne	City of Bellingham
	City of Bellerve	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Bend	City of Bennettaville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Boardman	City of Bishopulle	City of Elma	City of Black Diamond
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Bolse	City of Brownshille	City of Cayoe	City of Enterprise	City of Bonney Lake
	City of Banners Ferry	Gty of Burns	Gty of Charleston	City of Ephraim	City of Bothell
	City of Bovill	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Buhl	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	Gty of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Cariton	City of Clinton	City of Farmington	City of Brier
	Gty of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Burlen
	City of Cascade	City of Central Point	City of Darlington	City of Fillmore	Gity of Burlington
	City of Castleford	City of Chiloguin	City of Dennark	City of Fountain Green	City of Currup
	City of Challis	Gity of Gatslanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Coburg	City of Easley	City of Garland	City of Catheren
	City of Clayton	Gity of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Condon	City of Florence City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council City of Craigmont	City of Coquilie City of Cornelius	City of Fountain Inn City of Galilney	City of Harrisville City of Heber City	City of Chelan City of Cheney

Appendix B

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idaho		Scuth Carolina	Utah	Washington
	Ortgon			
City of Culdesac	Gity of Cottage Grove	City of Goose Creek	Oty of Herriman	City of Clarkston
City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
City of Dayton	Giy of Creswill	City of Greenwood	City of Wildale	City of Circle Hill
City of Deary	City of Culver	City of Green	City of Holladay	City of Colfax
City of Districh	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
City of Donnelly	City of Damascus	City of Hardeev/ie	City of Hooper	City of Colvile
City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
				Gity of Cosmopolis
City of Downey	City of Dayville	City of Inman	City of Humicane	
City of Driggt	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
City of Dubols	City of Detroit	City of Johnsomille	City of Hynum	City of Davenport
City of Eagle	City of Donald	City of Like City	City of hins	Oity of Dayton
City of Eden	City of Drain	City of Lancaster	City of Kamas	Gity of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
CITY OF DIVINIO	City of Donobe	City of Landeren	City of Aziab	Lity of des montes
City of Envirent	City of Dunes City	City of Laurens	City of Kaytville	City of DuPont
City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Dural
City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
City of Filer	Gity of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth	City of Elgin	City of Marian	City of Lewiston	City of Edmonds
City of Franklin	City of Enterprise	City of Mauldin	City of Linden	City of Electric City
City of Fruitland	City of Estacada	City of Multins	Gity of Logan	Gty of Elensburg
	City of Etacada	City of Muttle Beach	City of Manti	City of Drug
City of Garden City	City of Eugene			
City of Genesee	City of Fairview	City of New Olenton	City of Mapleton	City of Entiat
City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Staterville	City of Enumean
City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Gooding	City of Forest Grave	City of North Charleston	City of Midvale	City of Everett
City of Grace	City of Fospi	City of North Myrtle Beach	City of Midway	City of Everson
		City of Party eburg	City of Millord	City of Federal Way
City of Grand View	City of Garibaldi		Lity of Monora	
City of Grangeville	City of Gaston	City of Pickens	City of Milhitle	City of Ferndale
City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
City of Hagerman	Gity of Gearhart	City of Seneca	City of Mona	Gity of Firerest
City of Halley	City of Gervais	City of Simpsonville	Gity of Maryoe	City of Forks
City of Hamen	City of Gladatone	City of Spartanburg	City of Monticello	City of George
City or runders	city or estattane	CIAOLPHILINDIA	City of Monarceiro	city of occurs
City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Tega Cay	City of Maroni	City of Gold Bar
City of Hazelton	City of Gold Hill	City of Travelars Rest	Gty of ML Pleasant City	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
City of Holikster	Oty of Greenhern	City of Walkalla	Gity of Myton	City of Grandview
City of Hamedale	City of Gresham	City of Walterborn	Gity of Naples	Giv of Granier
	city of Gresnam			
City of Hope	City of Haines	City of Welford	City of Nephi	City of Gravite Fails
City of Horseshoe Bend	City of Halfway	City of West Columbia	City of hibiey	City of Harrington
City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hogulam
City of Idaho City	City of Happy Valley	City of Waadnuff	City of North Ogden	City of ilwaco
City of Idaho Falls	Gity of Harrisburg	City of York	City of North Salt Lake	City of Issaguah
CRy of Idano Fan		Town of Aliendale	City of Oakley	City of Issaquary
City of Inkom	Oty of He%c			City of Kahlotus
City of Island Park	City of Heppner	Town of Andrews	Gity of Ogden	City of Katama
Gty of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
City of Juliaetta	City of Hillsborg	Town of Awendaw	City of Orem	City of Kenmore
City of Kamiah	Gity of Hines	Town of Arnor	Gity of Paravitch	City of Kennewick
City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kinkland
			City of Perry	Oty of Kittitas
City of Kimberly	Oty of idanha	Town of Blackslite		
City of Ximberly	City of idanha City of imbier	Town of Blackster Town of Blackster	City of Plain City	Giv of La Center
City of Kimberly City of Koeskia	Oty of imbier	Town of Blenheim	City of Plain City	City of La Center
City of Ximberty City of Xooskia City of Xuna	Oty of imbles Oty of independence	Town of Menheim Town of Bluffton	City of Plain City City of Pleziant Grove	Oty of La Center Oty of Lacey
City of Ximberly City of Xooshia City of Xuna City of Lapval	Oty of imbier Oty of independence Oty of irrigon	Town of Alenheim Town of Bluffton Town of Blythewood	City of Plain City City of Plexiant Grove City of Plexiant View	City of La Center City of Lase City of Lake Forest Park
City of Kimberty City of Kookia City of Kuna City of Lapwal City of Lapwal City of Law Hot Springs	Ory of imbles Ory of Independence Ory of Irrigon Ory of Island Ory	Town of Blackeim Town of Blathen Town of Blathencod Town of Bosterian	City of Plain City City of Pleasant Grove City of Pleasant View City of Price	City of La Center City of Lace/ City of Lake Forest Park City of Lake Stevens
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City of Kimberty City of Kookia City of Kuna City of Lapwal City of Lapwal City of Law Hot Springs	Ory of imbles Ory of Independence Ory of Irrigon Ory of Island Ory	Town of Blackeim Town of Blathen Town of Blathencod Town of Bosterian	City of Flain City City of Plexant Grove City of Plexant View City of Price City of Price City of Price	City of La Center City of Lace/ City of Lake Forest Park City of Lake Stevens
City of Kindsety City of Kinoskia City of Liana City of Liana Hot Spitlags City of Liana Hot Spitlags City of Liana Hot Spitlags	Ory of Independence Ory of Independence Ory of Independence Ory of Izaband Ory Ory of Izabandille Ory of Izabandille	Town of Alexheim Town of Buffton Town of Buffton Town of Bowman Town of Bowman	City of Plain City City of Plassant Grove City of Plassant View City of Print City of Print City of Print/Ance City of Providence City of Providence	Oty of La Center City of Lace City of Lake Forest Park City of Lake Storens City of Lakewood
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City of Ride	City of Newburg	Town of Hilton Head Island	City of West Jordan	City of Orting
City of Roberts	City of Newport	Town of Hodges	City of West Point	Giy of Othella
City of Rockland	Oty of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plaks	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	Gity of North Powder	Town of Hones Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Youn of Itmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oskland	Town of Iva	Town of Alta	City of Pemeroy
City of Shoshane	City of Oskridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Dregon City	Town of Jamestown	Town of Amalga	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabelia	City of Poulsbo
City of St. Anthony	City of Pendleton	Town of Jenlinsville	Town of Antitnony	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston Town of Johnston	Town of Apple Valley	Oty of Pullman
City of Starley	City of Phoenix	Town of Jonesville Town of Kerphaw	Town of Ballard	City of Puyatlup
City of Star City of Stites	City of Priot Pock City of Port Orford	Town of Klawab Island	Town of Bear River City Town of Bicknel)	City of Quincy City of Rainler
City of Scites City of Scigar City	Gty of Portland	Town of Kingstree	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tersed	City of Pratrie City	Town of Larvar South Carolina	Town of Brian Head	City of Reston
City of Tetoria	Oty of Prizewile	Town of Lane	Town of Bryce Canyon City	City of Republic
City of Tray	City of Rainler	Town of Latta	Town of Cannomille	City of Richland
City of Twin Falls	City of Redmand	Town of Lexington	Town of Castle Valley	Give Ridgefield
City of Ucon	City of Reedsport	Town of Uncolmilie	Town of Cedar Fort	City of Ritz ille
City of Victor	City of Richland	Town of Uitile Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Riddle	Yown of Lockhart	Town of Central Valley	City of Roslyn
City of Welppe	City of Rockaway Beach	Town of Lyman	Town of Gridenile	City of Roy
City of Weber	City of Rogue River	Town of Lynchburg	Tewn of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammanish
City of Weston	City of Ruhus	Town of Mallee	Town of Cleveland	Gity of SeaTac
City of While Bird	City of Salem	Town of McCleliamilie	Town of Cornish	Gity of Seattle
City of Wilder	City of Sandy	Town of McColl	Torim of Daniel	City of Sedro-Woolley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
Higher Education	City of Scia	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Manchs Corner	Town of Elma	City of Shehon City of Sherkine
College of Southern Idaho	City of Seaside City of Seneca	Town of Mr. Pleasant Town of Nesses	Town of Elsinore Town of Elwand	City of Snohemish
College of Western Idaha		Town of New Floring	Tawn of Elwood Tawn of Emery	City of Snoncalmin
Eastern Idaho Technical College Idaho Division of Professional Technical Education	City of Shady Core City of Sheridan	Town of Nichols	Town of Exidend	City of Sono Lake
kana Swisian di Professional Technical Education	Gity of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
Lowis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silvertan	Town of North	Town of Genda	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
Education (K-12)	City of Sodaville	Town of Olanta	Tawn of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Soray	Town of Pacolet	Tawn of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Sprinsfield	Town of Paceland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Parnolico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Summer
Bear Lake County School Exstrict No. 33	City of Stanfield	Town of Pawleys Island	Tawn of Henrieville	City of Sureyside
Bear take School District No. 33	City of Stayton	Town of Polion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Prizer	Town of Hinciley	Gty of Teloa
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Nowell	City of Tieton
Bonneyille Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Taledo
Boundary County School District No. 101	Oty of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Bruneau-Grand View Joint School District	Oty of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Build Joint School District No. 412	Gity of The Dalles	Town of Reidwite Town of Ridge Sering	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111 Caldwell School District No. 132	City of Tigard City of Tillamook	Town of Ridge Spring Town of Ridgeland	Town of Kanash Town of Kinasten	City of Turnivater City of Union Gap
Caldwell School District No. 132 Camas County School District No. 121		Town of Ridgeland Town of Ridgeville	Town of Kingston Town of Kooshatem	City of Union Gap City of University Place
Camas County School District No. 121 Cambridge School District	City of Toledo	Town of Ridgeway Town of Ridgeway	Town of Kooshatem Town of Leeds	City of Vader
Cascade School District No. 422	City of Troutdale City of Tradation	Town of Saint Matshews	Town of Levan	City of Vancourer
Cassia County Joint School District No. 151	City of Turner	Town of Saint Matthews Town of Saint Stephen	Town of Loa	City of Waltsburg
Castleford Joint School District No. 417	City of Uniah	Town of Salem	Town of Mansta	City of Walla Walla
Challis Joint School District No. 181	City of Umatilia	Town of Salley	Town of Mantua	City of Wapato
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysyste	City of Warden
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Neadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of hSnersville	City of Wenatchee
Council School District No. 13	Gty of Veneta	Town of Seabrook Island	Town of New Harmony	City of West Richland
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	Oty of Westport
Dietzich School District No. 314	City of Waldport	Town of Sharon	Tawn of Ophic	City of White Salmon
Emmett Independent School District No. 221	City of Wallowa	Tawn of Six Mile	Town of Ordensile	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Wood mills
Firsh School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	Gty of Weedland
Fremont County School District No. 215	City of West Bon	Town of South Congaree	Town of Portage Utah	City of Yalima/Yakima County
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randolph	City of Yelm
Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	City of 21luh
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Consolidated Borough of Quil Ceda Village
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Ridge	Grays Harbor Council of Governments
Gooding Joint School District No. 231	City of W#somrile	Town of Sullivans Island	Town of Rush Valley	Town of Almira Town of Benna Arts Village
Grace Joint School District No. 148	City of Winston	Town of Summerton	Tewn of Sciplo	Town of Benni Arts Village Town of Burnda
Hagerman Joint School District No. 233	Oty of Wood Village	Town of Summerville Town of Summit	Tawn of Scotleid	Town of Bucoda Town of Carbonado
Hansen School District No. 415	City of Woodburn	Town of Summit Town of Surfside Beach	Town of Sigurd	Town of Carbonado Town of Cathlamet
Highland Joint School District No. 305 Homedale School District No. 370	City of Yachals City of Yamhill	Town of Suriside Beach Town of Swansea	Town of Springdale. Town of Stockton	Town of Cathlamet Town of Chide Hill
	City of Yamhili City of Yancalla	Texn of Swanses Texn of Timmonsville	Town of Stockton Town of Tequentille	Town of Clyde Hill Town of Colton
Horseshoe Bend School District No. 73		Town of Trenton	Town of Toquenille Tawn of Torrey	Town of Coltan Town of Conconsiliy
Idaho Falls School District No. 91 Independent School District of Bolse City	Town of Bocsess Town of Butte Falls	Town of Typestile	Town of Trenton	Town of Concrete
Independent School District of Boste City Jefferson County School District No. 251	Town of Carron City	Town of Uner	Town of Trools	Tawn of Coulee City
Jernerson County school District No. 251 Jerome Joint School District No. 251	Town of Lakeziew	Town of Varmille	Town of Uintah	Town of Course Dam
Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Yerron	Town of Coupeville

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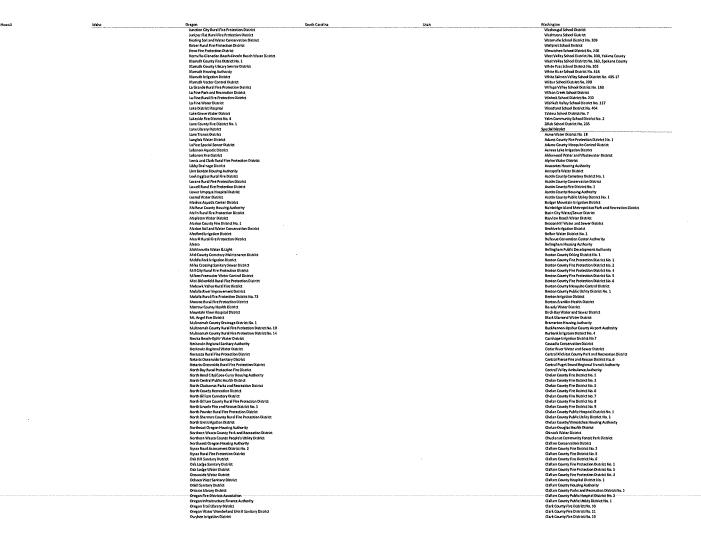
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Western Ada Recreation District	Clatskanle Rural Fire Protection District	South Carolina General Services Division		Onting School District No. 344
Western Elmore County Recreation District	Clatsop Care Center Health District	South Carelina Office of Regulatory Staff		Othelia School District
Wilder Inigation District	Clatsep County Housing Authority	South Carolina State Budget and Control Board		Pa%sades School District No. 102
Wilder Public Library District	Goverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Paleuse School District No. 301
Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1 Patz no. School District
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State	Columbia Inprovement District			Pioneer School District No. 402
Idaho Department of Administration	Columbia River People's Utility District			Parteroy School District No. 110
kiaho Department of Health and Welfare	Columbia Soil and Water Conservation District			Port Argeles School District No. 121
State Of Idaho	Coos County Airport District			Port Townsend School District No. 50
Tribal	Cools County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe	Coquille Indian Housing Authority			Pride Prep Schools
Knotenal Tribe of Idaho	Coquile Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises Nez Perce Tribe	Corbett Water District Corvailis Rural Fire Protection District			Puget Sound Educational Service District Pullman School District No. 267
Shoshone-Bannock Tribes	Cove Rural Fire Protection District			Pushup School District No. 267 Pushup School District No. 3
STATISTICS STATISTICS	Crooled River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
	Crooked River Ranch Special Road District			Qualceme School District No. 48
	Curry Health District			Quality vite Valley School District Ho. 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 District No. 116
	Dee Rural Fire Protection District			Reardon-Edwall School District
	Deschutes County 911 Service District Deschutes County Rural Fire District No. 1			Renton School District No. 403 Republic School District
	Deschutes Valley Water District			Right and School District No. 400
	Devits Lake Water Improvement District			Ridgefield School District No. 322
	Deuter Rura) Fire Protection District			Ritzville 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			Rosalia School District No. 320
	Dufur Recreation District Eagle Valley Soil and Water Conservation District			Royal School District San Jvan Island School District No. 149
	Eagle Valley Sol and Water Conservation District East Fork Irrigation District			San Jvan Island School District No. 149 Satsop School District No. 104
	East Multinemah Seil and Water Conservation District			Settle Public Schools
	East Umablia County Health District			Sector-Waalley School District No. 101
	East Valley Water District			Selah School District No. 119
	Echo Rural Fire District			Self Jirk School District No. 70
	Elsie-Vinemaple Rural Fire Protection District No. 11			Sequim School District No. 323
	Emerald People's Utility District			Shaw Island School District Ho. 10
	Estacada Rural Fire District No. 69 Faindow Water District			Shelton School District No. 309
	Falcon Cove Beach Water District			Shoreline School District No. 412 Skykonish School District
	Farmers Infrastion District			Snahomish School District Ho. 201
	Gardiner Saeitary Oktrist			Snonulinie Valley School District No. 410
	Gaston Rural Fire District			Scap Lake School District No. 156
	Gates Rural Fire Protection District			South Bend School District No. 118
	Gearbart Rural Fire Protection District			South Kitsap School District Ho. 402
	Glendale Rural Fire Protaction District			South Whidbey School District No. 205
	Gleneden Sanitary District Goshen Fire District			Southside School District Spokane Public Schools
	Government Camp Sanitary District			Spokane Huterit School B Sprague School District
	Grand Ronde Sanitary District			Strigge School Ostrict St. John School District No. 322
	Grant County Transportation District			Stanwood-Camano School District No. 401
	Grant Soil and Water Conservation District			Stalacoom Historical School District No. 1
	Grants Pass Irrigation District			Steptoe School Exstrict No. 304
	Green Sanitary District			Stevenson-Carson School District No. 303
	Hahian Road Special District			Sultan School District No. 311
	Halsey-Shedd Rural Fire Protection District Hamlet Rural Fire Protection District			Summit Valley School District 202 Summer School District No. 320
	Harnet Rural Hire Protection District Harbor Sanitary District			Summer school Extract No. 320 Sunnyside School District No. 201
	Harbor Sancary Ustrate Harbor Water Public Ublity District			Tatoma 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
	Hateldes Bural Fire Protection District			Tenino School District No. 402
	Hebo Joint Water and Sever Authority			Thorp School District No. 400
	Heceta Water District			Toledo School District No. 237
	Hermiston Cemetery District Hermiston Fire and Emergency Services District			Tanasket School District Tappenish School District No. 202
	Hermiston File and Emergency Services Ussnitz Hermiston Irritation District			Touchet School District No. 300
	Hood River County Library District			Toutia Lake School District Ho. 130
	Hood River County Transportation District			Trout Lake School District No. R-400
	Hood River Valley Parks and Recreation District			Tukwila School District No. 406
	Hoodland Fire District No. 74			Turnwater School District No. 33
	Hubbard Rural Fire Protection District			Union Gap School District No. 2
	ice Fountain Water District			University Flace School District No. 83
	Illinois Valley Rural Fire Protection District			Valley School District
	Ione Rural Fire Protection District			Valley School District No. 70 Vancouver School District No. 37
	Irrigon Community Park and Recreation Maintenance District Jackson County Alexant Authority			Vancouver School District No. 37 Vashon (sland School District No. 402
	Jackson County Airport Authority Jackson County Fire District No. 3			Vashon talang School District No. 402 WahUakum School District No. 200
	Jackson Country Fire District No. 3 Jackson Country Fire District No. 5			Wahrung School District No. 73
	Jackson County Fire Arthor No. 5 Jackson County Housing Authority			Waltsburg School District
	Jackson County Library District			Walla Walla School District No. 140
	Jackson County Vector Control District			Wapato School District No. 207
	Jackson Soil and Water Conservation District			Warden School District No. 146-161
	Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
	John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

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Appendix B

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Vehicles Lake Services Services Services Lake Services Services Services Lake Services Services Services Services Lake Services Services Services Services Lake Services Services Lake Services Servic

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South Carolina

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Appendix B

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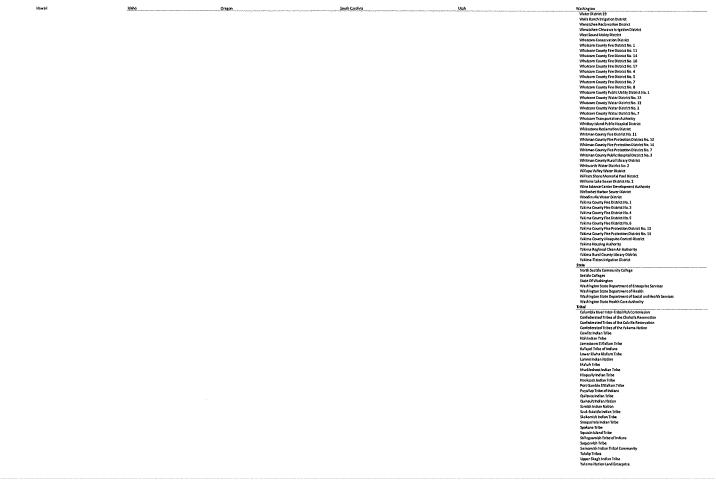
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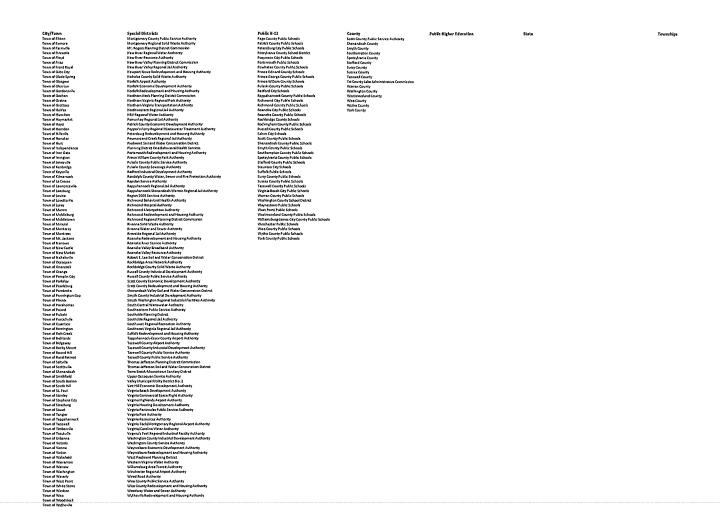


Appendix C - Political Subdivision Ust fo	r				
Virginia					
City/Town	Special Districts	Public K-12	County	Public Higher Education	State
City of Alexandria	Accorrack-Northampton Transportation District	Accomack County Public Schools	Accomack County	blue Ridge Community College	State of Virginia
City of Bristol	Albemarke County Service Authority	Albernarie County Public Schools	Albemarie County	Central Virginia Community College	Vegnia Department of Bahavioral Health and Developmental Services
City of Buena Vata City of Charlottesvõe	Albomarie-Charlottesville Regional Las Authority Alexandria Redevelopment and Housine Authority	Alexandria City Public Schools Alexandria County Fublic Schools	Allephany County Amelia County	Christophez Rewport University College of V/Zum and Mary	Virginia Department of General Services Virginia Department of Health
City of Characterios	Accounting Rever Water Authority	Ameka County Public Schools	Amberst County	Dahney S. Lanzaster Community College	Venia Department of Health Professions
City of Colonial Helphts	Bath County Airport Authority	Amharst County Public Schools	Appointant County	Danvils Community College	Vepinia Department of Public Works
City of Covington	Sectord County Economic Development Authority	Apportation County Public Schools	Arlington County	Eastern Shore Community College	
City of Danvile	Bedford Regional Water Authority	Arlington Public Schools Atlantic Shores Christian Schools	Augusta County Bath County	Eastern Virginu Medical School	
City of Emporia City of Farlus	Sig Stone Gap Redevelopment and Housing Authority Slacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bath County Bedford County	George Maton University Germanna Community College	
City of Falls Church	Slacksburg-Virginia Polytechnic Institute Sandation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sarzeant Revnolds Community College	
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University	
City of Frederic aburg	Shue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College	
City of Galax City of Hampton	Blue Ridge Regional Jai Authority Blue Ridge Soil and Water Conscryption District	Botetourt County Public Schools Brutol Virginia Public Schools	Brunawick County Buchanan County	Longwood University Lord Fairfax Community College	
City of Harrisonburg	Bristal 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	Mountain Empire Community College	
City of taxington	Brunawick 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 Yuta City Public Schools	Campbell County	New River Community College	
City of Manassas City of Manassas Park	Buena Vata Public Service Authority Campbell County ULAtes and Service Authority	Campbell County Public Schools Carolina County Public Schools	Caroline County Caroli County	Norfolk State University Northern Veginia Convenuely College	
City of Martiniville	Cerrol County Indestral Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University	
City of Newport News	Carrol-Grayton-Galax Solid Warts Authoray	Charles City County School District	Charles City County	Patrick Henry Community College	
City of Norfolk	Castlewood Water and Sawage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College	
City of Nortan	Central Shenandosh Planning Datist Commission	Charlotterville City Schools Cherapeske Public Schools	Chesterfield County	Predmont Vegnia Community College Redford University	
City of Petersburg City of Pequeson	Central Veginia Regional Jail Authority Central Veginia Waste Management Authority	Chesterfield County Public Schools	Clarke County Craig County	Reditord University Rappahannock Community College	
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culptper County	Richard Bland College	
City of Radford	Charlottesvile-Albemarie Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center	
City of Richmond	Chesspeale Airport Authorey	Colonial Heights Public Schools	Dickenson County Disubility County	Southern Virginia Higher Education Center	
City of Roancia City of Salem	Chesapeake Bay Bridge and Tunnei District Chesapeake Hospital Authority	Copper Rowr School District Covington City Public Schools	Dinwidde County Essex County	Souths ide Virginia Community College Southwest Virginia Community College	
City of Sizem City of Sizemton	Chesapeake Hospital Authority Chasapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia	
City of Sulfolk	Coeburn-Norton-Wite Regional Wastewsler Authority	Culpeper County Public Schools	Fauguer County	Thomas Nelson Community College	
City of Virginia Beach	Craig-New Castle Solid Warte Authority	Cumberland County Public Schools	Hoyd County	Tidewater Community College	
City of Weynesboro	Creter District Area Agency on Aging/Foster Grandparent Program, Inc.	Danvile Public Schools	Huvenne County Franklin County	University of Mary Washington	
City of Williamsburg City of Winchester	Culpeper Sod and Water Conservation District Cumberland Plateau Planning District Commosion	Dickenson County Public Schools Downside: County Public Schools	Frederick County	University of Virginia University of Virginia Foundation	
Town of Abinedon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Gites 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	Denvile Redevelopment and Housing Authority	Faugula: County Public Schools	Goochland County	Virginia College Savings Plan	
Yown of Amherst Town of Appalachia	Danxille-Pittsyhania County Regional Industrial Facilities Authority Dickenson County Industrial Development Authority	Floyd County Public Schools Floyanna County Public Schools	Grayton County Greene County	Virginia Commonwea'th University Virginia Community Co%ege System	
Town of Apparathis Town of Appointition	Dickenson County Industrial Development Authority Dickenson County Public Service Authority	Flovening County Public Schools Franklin City Schools	Greensvile County	Virginia Community College System Virginia Highlands Community College	
Town of Ashland	Dowdde Arport and Industrial Authority	Franklin County Public Schoole	Habfas County	Virgmia Mitary Institute	
Town of Bedford	Dinwidde Courdy Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University	
Town of Berryville	District Three Governmental Cooperative	Fredericksburg Cay Public Schools	Harvico County	Virginia State University	
Town of Big Stone Gap Town of Big Stones	Dryden Weter Authority Eastern Shore of Virgine Broadband Authority	Galax City Public Schools Edes County Public Schools	Henry County Henry County Public Service Authority	Virginia Western Community College Wythewlia Community College	
Town of Bluefeld	Essen Shore of Wigne broadsand wuriority Esses County Industrial Development Authority	Gloucester County Public Schools	Highland County	where we community concerns	
Town of Boones Mid	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County		
Town of Bowing Green	Feldex County Park Authority	Grayson County Public Schools	Jumes City County		
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County King George County		
Town of Boyckon Town of Bridzowster	Fairfas County Water Authority Fauguer County Water and Sandation Authority	Greensville County Public Schools Halfax County Public Schools	King George County Service Authority		
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	Xing William County		
Town of Brodnax	Flayd-Flayd County Public Service Authority	Hanover County Public Schools	Lancaster County		
Town of Brookneal	Frankin Redevelopment and Housing Authority	Harnsonburg City Public Schools	Lee Courty		
Town of Buchanan Town of Buchanan	Frederick County Santation Authority Fredericksburg Stafford Park Authority	Henrica County Public Schools Henry County Public Schools	Loudoon County Louise County		
Town of Case Charles	Frederick-Winchester Stryice Authority	Highland County Public Schools	Lunanburg County		
Yown of Cedar Wuff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County		
Town of Charlotte Court House	Pt. Monroe Authority	Imagine Schoole	Mathews County		
Town of Chare City Town of Chathum	Gies County Public Service Authority Greensville County Water and Sever Authority	Isle of Wight County Schools King and Queen County Public Schools	Mecklenburg County Middleses County		
Town of Charton	Greansyste County Water and Selver Authority Halifas County Industrial Development Authority	King George County Public Schools	Manigamery County		
Town of Chilhowie	Hai fax County Service Authority	King William County Public Schools	Nelson County		
Town of Chiscoteague	Nampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County		
Town of Christiansburg	Nampton Roads Planning District Commission	Les County Public Schools	Northampton County		
Town of Clusteriant Town of Clusteria	Hampton Roads Regional Jail Authority Hampton Roads Santation Datest	Leuington City Schools Loudown County Public Schools	Northumberland County Nottoway County		
Town of Cluthin De	Hampton Roads San Salion District Narasseeburg Redevelopment and Housing Authority	Louise County Public Schools	Dranze County		
Town of Claton Forge	Harmonburg-Rockingham Regional Server Authority	Lynchburg City Schools	Page County		
Town of Clincheo	Headwaters Soil and Water Conservation District	Mediaion County Public Schools	Patrick County		
Tawn of Clintwood	Hope well Redevelopment and Housing Authority	Manassas City Public Schools Manassas Park City Schools	Petrylsenia County		
Tawn of Coeburn Tawn of Colonial Beach	James River Water Authority John Flannagan Water Authority	Manassas Park City Schools Martineville Public Schools	Pattylvania County Service Authority Pointiatan 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 Craigsville	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County		
Tawn of Crews Tawn of Culosser	LENOWISCO Planning District Commission Lord Fairfas Soil and Water Conservation District	Mantgamery County Public Schools Helson County Public Schools	Prince William County Service Authority Pulaski County		
Town of Culpaper Town of Demessus	Lord Fairfax Soil and Water Conservation Dotinct Loudeum County Sanitation Authority	Helton County Public Schools New Kent County Schools	Pulaski County Rappahannock County		
Town of Dayton	Louise County Weter Authority	Newport News Public Schools	Richmond County		
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Morfolk Public Schools	Rosno's County		
Town of Dilwyn	Maxim Redevelopment and Housing Authority	Northampton County School District	Rockbridge County		
Town of Drakes Branch Town of Dubin	Musry Service Authority Machienburg-Brunswick Regional Airport Authority	Northumberland County Public Schools Norton City Public Schools	Rockbridge County Public Service Authority Rockingham County		
Town of Dubin Town of Dumfries	Mechanburg-Bruntwick Regional Amport Authority Meherrin River Pegional Jalf Authority	Nottoway County Public Schools	Russell County		
Tewn of Durgannen	Aliddie Fennsula Regional Amount Authority	Orange Courty Public Schools	Scott County		

Townships Township of Green, Ross County

Appendix C

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Appendix C

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

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

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

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

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

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

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor:	 	
Contract number:	 	
Category:	 	
Maturity date:	 	
Address:	 	
City, state, zip code:	 	
Phone number:		
Printed name and title of authorized representative:		
Signature of authorized representative:		
Date:	 	



ADDENDUM ONE (1) to that certain Sourcewell RFP #032119 Issued by Sourcewell sm (Formerly NJPA) for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

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

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

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

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



Appendix B - Political Subdivision List for HI, ID, OR, SC, UT, WA

	4.4.			11 A	
	daho County	County	South Carolina	Utah County	Washington
wati County	Ada County	Baker County	County Abiesville County	Bezver Courty	County Adams County
uai County	Adams County	Benton County	Alien County	Box Elder County	Autor County
out County	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
icipality	Sear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
y and County of Honolulu	Banewah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Callam County
er Education	Singham County	Clatsco County	Barmvell County	Davis County	Clark County
avail Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
ondulu Community College	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
niversary of Hawaii	Bonner County	Grook County	Calhoun County	Emery County	Doualas County
viversity of Hawall Research Corporation	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Indward Community College	Boundary County	Deschutes County	Central Mediands Council of Governments	Garfield County	Franklin County
tation (K-12)	Butte County	Douglas County	Charleston County	Grand County	Garfield County
analari Schools	Carnas County	Gillam County	Cherokee County	Iron County	Grant County
mehameha Schools	Carryon County	Grant County	Chester County	Juab County	Gravs Harbor County
clai District	Caribou County	Harney County	Chester field County	Kane County	tiland County
avail Community Development Authority	Cassia County	Hood River County	Clarendon County	Afillard County	Jelferson County
evail Public Housing Authority	Clark County	Jackson County	Colleton County	Morgan County	Xing County
mail Tourism Authority	Clearwater County	Jefferson County	Darlington County	Plute County	King County Directors' Association
profule Authority for Rapid Transportation	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
aturai Energy Laboratory of Hawaii Authority	Emore County	Klamath County	Dorphester County	Salt Lake County	Kittitas County
	Franklin County	Lake County	Edgefield County	San Juan County	Kitutas County Kitchitat County
e nvsii Department of Accounting and General Services	Fremont County	Lane Council of Governments	Fairfield County	Sancele County	Lewis County
awall Department of Rhance and Administration	Gen County	Lane County	Parence County	Serier County Serier County	Uncoln County
awaii Department of Health	Gooding County	Uncoln County	Georgetown County	Summit County	Mason County
awaii Employer-Union Health Benefits Trust Fund	Sdaho County	Uncoils County	Greenville County	Topele County	Masch County Okanogan County
awaii amproyer-onion Health Benenits Trust Fund avail Health Systems Corporation	Jefferson County	MalNeur County	Greeninge County Greeninged County	Unitah County	Okanogan County Pacific County
ate of Hawall	Jeronie County	Marine County	Hampton County	Unital County Utah County	Patric County Pend Onville County
100 112421	Koolenal County	Marton County Housing Authority	Horry County	Wasatch County	Pierce County Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Ivan County
	Lemhi County	Multinomah County	Kershaw County	Wayne County	
	Lewis County	Polk County	Lancaster County	Weber County	Skagit County Skamania County
	Lincoln County	Sherman County	Lavrens County	Municipality	
	Madison County	Tillamork County	Laurens County	Centerfield City	Snahamish County
	Madada County	Umatilita County		Centernera City City of Alpine City	Spokane County
	Nez Perce County	Union County	Lexington County Lower Savannah Council of Governments	City of American Fork	Silevens County
	Oneida County	Wallowa County	Marion County	City of Autora	Thurston County
	Owner County	Wartowa County Wasto County	Maribon County		Thurston Regional Planning Council
	Payette County			City of Baltard	Wahilakem County
	Payere County Power County	Washington County	McCountry	City of Beaver	Walla Walla County
		Wheeler County	Newberry County	City of Blanding	Whatcom County Whitman County
	Shashane County Tetan County	Yamhil County Municipality	Oconee County	City of Bluffdale	
	Twin Fails County	City of Adala Village	Orangeburg County	City of Bountiful City of Britisham	Yakima County
			Pickens County		Yahima County Public Services
	Valley County Washington County	City of Advian City of Albam	Richland County	City of Castle Date	Yahima Valley Conference of Governments
			Saluala County	City of Cedur City	Municipality
	Municipality	City of Amity	Sportanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdson	City of Arlington	Sumter County	City of Centerville	Gity of Airway Heights
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Astoria	Wittlamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Athena	York County	City of Coshille	City of Arlington
	City of Arca	City of Aumsville	hlunicipality	City of Colorado City	City of Auotin
	City of Arimo	City of Autora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	Gry of Baker City	City of Alken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	Oby of Bandon	City of Anderson	City of Delta	City of Dattle Ground
	City of Atomic City	City of Banks	City of Barmerdi	City of Draper	City of Bellevus
	City of Bancroft	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Bend	City of Bennettsville	City of Elk Ridge	City of Bingen
	City of Bliss	City of Boardman	City of Bishopville	City of Bino	City of Black Diamond
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	Oty of Blaine
	City of Bolse	City of Brownsville	City of Cayte	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Bavili	City of Carby	City of Chesnee	City of Escatante	Gty of Bremerton
	City of Buhl	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Burlen
	City of Cascade	City of Central Point	City of Darlington	City of Filmore	City of Burlington
	City of Castleford	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	Oty of Clatskanle	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Coburg	Gity of Easley	City of Garland	Gity of Cashmere
	City of Clayton	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Cifton	City of Conden	Gity of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene.	City of Coot Say	City of Forest Acres	City of Gunnison	City of Chebalis
	City of Cource	City of Coguile	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Galfney	City of Heber City	Gity of Cheney
	City of Crouch	Oty of Corva®s	City of Georgetown	Gty of Helper City	Giy of Chewelsh

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an <u>t</u>	City of Culdessc City of Dalton Gardens City of Dayton City of Dayton City of Deary	City of Cottage Grove City of Cove Gity of Cove	City of Goose Creek City of Greenville	Gity of Herriman City of Highland	VasNington City of Clarkston City of Cle Elum
	City of Dalton Gardena City of Dayton City of Deary	City of Cove City of Creskel	City of Greenville	City of Highland	City of Clarkiton City of Cle Elum
	Gity of Dayton Gity of Deary	Giy of Creswell		Citylor Highland	
	City of Deary	City of Creswen			
		City of Cutyer	City of Greenwood	City of Hildsin	City of Clyde Hill
			City of Green	City of Holladay	City of Colfax
	Gity of Dornelly	City of Dallas	City of Hanahan	City of Hongydle	City of College Place
		City of Damascus City of Dayton	City of Hardeeville City of Hartsville	City of Hooper	City of Colvelle
	City of Downey	City of Dayton		City of Huntington	City of Connell
		City of Daynille	City of Inman	Oty of Hurricane	City of Cosmopolis
	City of Driggs	Gity of Depon Bay	City of Isle of Palma	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle		City of Lake City	City of Mins	Oty of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	Oty of Des Moines
	City of Envnett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of liberty	City of La Verkin	City of Durall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	Oty of East Weratchee
	City of Filer	City of Echo		City of Lehi	City of Edgewood
	City of Firth	City of Elgin		City of Lewiston	City of Edmands
	City of Franklin	City of Enterprise	City of Mauldin	City of Unden	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Legan	City of Ellendourg
	City of Garden City	City of Eugene		City of Manti	City of Elma
	City of Genesee			City of Mapleton	City of Entiat
	City of Georgetown		City of Newberry	City of Marriatt-Slaterville	Gity of Enumclaw
	City of Glenns Ferry			City of Mendon	City of Ephrata
	City of Gooding			City of Midvale	City of Everett
	City of Grace			City of Midway	City of Everson
	City of Grand View		City of Orangehurg	City of Millard	City of Federal Way
			City of Pickens	City of Miltvile	City of Ferndale
	City of Greeniest	Oty of Gates	City of Rock Hill	City of Maab	Cty of File
	City of Hagerman			Gity of Mona	Gty of Firerest
	City of Halley			City of Monroe	City of Forks
	City of Hansen			City of Monticello	City of George
	Gity of Harrison		City of Sumier	Gty of Morgan	City of Gig Harbor
				City of Matoria	City of Gold Bar
	Gity of Hatelton		City of Travelers Rest	City of Marona City of Mit. Pleasant City	City of Goldendale
	Gty of Herburn		Gty of Union	City of Mutay	City of Goldenicuse
	City of Hollister		City of Wathalia	City of Myton	Gty of Grand Coulee
		City of Gresham	City of Walterboro	City of Naples	City of Grandvlew City of Granger
	City of Hope	Giy of Haines	City of Welford	City of hispites	CCA of Dranger
		City of Halfway	City of West Columbia	City of Nephi	City of Granite Falls
	City of Nuetter	Ory of Harway	City of West Columbia	City of Kibley	City of Harrington
		City of Halsey	City of Westminster	City of North Logan	City of Hogulam
	City of Idaho City	Gity of Happy Valley	City of Woodrulf	Gty of North Ogden	Gty of liwaco
	City of Idaho Fa/Is	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inion	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Isrome	City of Hermisten	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Iuliuetta	City of Hillsboro	Town of Awandaw	City of Orem	City of Kenmore
	City of Kamlah	City of Hines	Town of Aynor	City of Panguetch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	Oty of Kent
	City of Kendrick	City of Hubbard		City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha		City of Perry	City of Kitutas
	City of Kooskia	City of Imbler		City of Plain City	Gty of La Center
	City of Kuna	City of Independence	Town of Buffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Fleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay		Town of Briarchife Acces	City of Provo	City of Langley
	City of Malad City	City of John Day		City of Richfield	Gty of Leavenworth
	City of Marsing	City of Johnson City	Town of Californi Falls	City of Richmond	City of Liberty Lake
				Gity of River Heights	City of Long Beach
	City of McCammon			City of Rheadale	City of Longview
				City of Riverton	City of Longview City of Lynden
	Given Menan			City of Roosevelt	City of Lynnwood
				City of Roosevelt	City of Charles
	Gity of Middleton		Town of Chesterfield	City of Koy City of Salem	City of Mabton City of Maple Valley
				City of Salem City of Salina	City of Property City of City
			Town of Clover	City of Salt Lake City	City of Marysville
		City of Lake Oswego		City of Salt Lake City City of Sandy	Gty of Mattawa
					City of McCleary
		City of Lakeside City of Lebanon		City of Santa Clara	City of Medical Lake
	Gity of Nampa	City of Lincoln City City of Lincoln City		City of Santaguin	City of Medina
		Chip of Linear Cuy	town or Dependent	City of Saratoga Springs	City of Mercer Island
		Oty of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newslate		Town of Duncan	City of South Ogden	City of Milton
	Gity of Nezperce	City of Lyons		City of South Salt Lake City	City of Monroe
	Gity of Notus		Town of Edgefield	City of South Weber	City of Montesano
	City of Orofina		Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita		City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	Gty of Mckineville		City of St. George	City of Mountlake Terrace
	City of Paul	Oty of Medford		City of Sunnyside	City of Maxee
	City of Payette	City of Metalius	Town of Eutawrille	City of Sunset	City of Nt. Vernon
	City of Pierce	City of Mill City		City of Syracuse	City of Mubilten
	City of Pinchurst	City of Millersburg	Town of Ft. Mil	City of Taylors Ille	City of Napavine
	City of Planmer	City of Milton-Freewater		Gity of Topele	City of Newcastle
	City of Pocatello			City of Teastoville	City of Newport
	City of Ponderay			City of Tramenton	City of Nookazek
	City of Post Fails			City of Tropic	City of Normandy Park
	City of Potlatch			Church (Gatab	Charles and the second se
	City of Preston		Town of Grav Court	City of Gintah	City of North Bend
				City of Vernal	City of North Bonneville
	City of Potest Naver		Town of Great Falls Town of Greateyville	City of Washington City of Washington Terrace	City of Oak Harbor Gity of Oakville
				Gity of Wellington	City of Ocean Shores

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klaho		South Cambina	Utah	Washington
City of Rexburg	City of Mt. Vernon	Town of Itarleyville	City of Wellsville	City of Okanogan
City of Richfield	Oty of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bount ful	Gity of Omat
City of Riggins	City of Nebalem	Town of Hida	City of West Haven City	
Oty of Birle	Oty of Newberg	Town of Nation Head Island		City of Oroville
City of Ririe	City of Newberg		Oty of West Jordan	City of Orting
Gty of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Report	City of North Plains	Town of Hollywood	Oty of Willard	City of Paleute
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	Gity of Pasco
City of Sandpoint	City of Nyssa	Town of Isma	City of Woodrand Halls	City of Patco
	City of Hyste		City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
City of Shashone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smeltenville	City of Ontario	Town of James Island	Tawn of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of American	Town of Amalea	Gity of Port Townsend
City of Scinit Lake	City of Palsiev	Town of tellerson	Town of Annabella	City of Pert Townsend
City of St. Anthony	City of Pendleton			City of Paxisbo
		Town of Jenkinsville	Town of Antimary	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Janesville	Town of Ballard	City of Purallup
City of Star	City of Priot Rock	Town of Kershaw	Town of Bear River City	City of Outery
City of Stites	City of Part Orford	Town of Kizwah Island	Tomo of Bickenil	City of Rainley
City of Sugar City	City of Portiand	Town of Kinestree		
City of Segri City			Town of Big Water	City of Raymond
City of Sun Valley	Oty of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Senton
City of Tetonia	City of Prineville	Townofiane	Town of Bryce Canyon City	City of Republic
City of Iray	City of Rainier	Town of Latta	Town of Camourille	City of Richland
City of Twin Falls	City of Redmond	Town of Lexington		City of Normana
City of This Fails	City of Realitons	Iown of rearington	Town of Castle Valley	City of Ridgefield
City of Ucon	City of Reedsport	Town of Uncolsville	Town of Cedar Fort	City of Ritz-file
City of Victor	City of Richland	Town of Utile Mountain	Town of Centerfield	City of Rock bland
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Rostyn
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
City of Weiser	City of Royae River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayeaville	TOTTO CALINAL OF	City of Reput City
			Town of Clawson	City of Sammamish
City of Weston	City of Rulus	Town of Makes	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellan die	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McColl	Town of Daniel	City of Sedro-Woolley
City of Winchester	City of Scappoose	Town of McCormick	Team of Developille	City of Selah
Higher Education	City of Scia	Town of Mergett	Town of Easte Mountain	
Boise State University	City of Scotts Mills			City of Sequim
	City of Scotts Mais	Town of Mondks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Etsinore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Neeses	Town of Dwood	City of Seebarrish
Fastern Idaho Technical College	City of Shady Cove	Town of New Elierton	Town of Emery	City of Snopulmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soup Lake
klaho State University	Gity of Sherwood			
KUNO STUTE UNVERSITY	city at sherwood	Town of Nenety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Shierton	Town of North	Town of Gendla	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Gleodale	City of Sprague
Education (K-12)	City of Sodaville	Town of Glanta	form of Glemrood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet		
Arbon Elementary School District No. 58			Town of Goshen	City of Stevenson
	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Summer
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Hervieville	City of Suncraide
Bear Lake School District No. 33	City of Stayton	Town of Pellon	Front of Hiden 4	
Blackfoot School District No. 55	City of Sublimity	Town of Prizer		City of Tacoma
DISCRIPCE SCHOOL DRIVING NO. 22			Town of Hinckley	City of Teloa
Biaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
Banneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	Gty of Torustiet
Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhi Joint School District No. 412	Gity of the Dalles			
		Town of Reidville	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	Gty of Turnwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgel and	Town of Fingston	City of Union Gap
Carnas County School District No. 121	City of Toledo	Town of Ridgenille	Town of Koosharem	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leads	City of Vader
Cascade School District No. 427	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Matthews Town of Saint Stephen	rown of Levan Town of Las	Lity of vancoure:
	Corport Corport			City of Walssburg
Castleford Joint School District No. 417	City of Uklah	Town of Salem	Town of Manila	City of Walla Walla
Challis Joint School District No. 181	City of Umutilia	Town of Salley	Town of Mantua	City of Wapato
Clark County School District No. 161	City of Linion	Town of Saluda	Town of Marysvale	City of Warden
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Washougal
Cottonwood Joint School District No. 242	City of Vale	Town of Scratton	Town of Moscovile	City of Wenatchee
Council School District No. 13	Gty of Veneta	Town of Seabrook Island	Town of New Harmony	
Culdenac Joint School District No. 342				City of West Richland
	City of Vernonia	Town of Sellers	Town of Newton	City of Westport
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophiz	City of White Salmon
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Winlock
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	Gity of Woodimate
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paratonah	
Fremont County School District No. 215	Gity of West Linn	Town of South Constance		City of Weadland
Frietland School District No. 225	City of West David		Town of Portage Utah	City of Yakima/Yakima County
		Town of Springdale	Town of Randolph	Gity of Yelm
Garden Valley School District	City of Weston	Town of St. George	Town of Redmand	City of Zillah
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Consolidated Borough of Qual Ceda Village
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Bidge	Grave Harbor Council of Governments
Gooding Joint School District No. 231	City of Wilsomille	Town of Suffrans Island	Town of Ruch Valley	Town of Almira
Grace Joint School District No. 148	City of Winston	Torres of Jennines (SUD)		
		Town of Summerton	Town of Scipio	Town of Beaux Arts Village
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scotleid	Town of Bucoda
Hansen School District No. 415	City of Woodburn	Toren of Summit	Town of Sgurd	Town of Carbonado
Highland Joint School District No. 305	City of Yachats	Toram of Surfuide Beach	Town of Springdate	Town of Cathlamet
Homedale School District No. 370	City of Yambili	Town of Swansea	Town of Stackton	Town of Chide Hill
Homestike School District No. 370 Horseshoe Bend School District No. 73	City of Yoncalla	IVAN U) SWATCE		
		Town of Timmonsvile	Town of Toquerville	Town of Colton
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Concorrully
Independent School District of Bolse City	Town of Butte Falls	Town of Turbeville	Town of Trenton	Town of Concrete
Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Treels	Town of Coulee City
Jerome Joint School District No. 261	Town of Lakeview	Town of Varoville	Town of Lintah	Town of Coulse Dam
Joint School District No. 2	Town of Lexington	Town of Wagener	Teran of Verson	Town of Coupeville

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ldaho	Oregon	South Carolina	Utah	Washington
Kamlah School District No. 304	Higher Education	Town of Ward	Town of Vinevard	Yoen of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Sheats	Town of Viterin	Town of Cutics
Kendrick Joint School District No. 283	Central Dregon Community College	Town of West Pelcer		
Kimberly School District No. 414	Chemeketa Convinuity College	Town of West Union	Town of Wales	Town of Darrington
Kontenal School Ostalict No. 274	Chemeketa Convininty College		Town of Wallsburg	Town of Estonville
	Clackamas Community College	Town of Whitmire	Uintah Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College		Higher Education	Town of Endicott
take Pend Oreille School District No. 84	Columbia Garge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Wanabaro	Davis Applied Technology College	Town of Familyaten
Lapwai School District No. 341	Xlamath Community College District	Town of Yemassee	Disle Applied Technology College	Town of Friday Harbor
Lewiston Independent School District No. 1	Lane Community College	Higher Education	Dizle State University	Town of Garlield
Mackay School District No. 182	Unit-Benton Community College	Alten Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
Marsh Valley Joint School District No. 21	Vir uppe countersta conste			
	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow Callege	Town of Hunts Point
McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
Meadews Valley School District No. 11	Oregon institute of Technology	College of Charleston	Topole Applied Technology College	Town of lone
Melba School District No. 136	Oregon State University	Denmark Technical College	Ulatah Basin Applied Technology College	Treen of La Connet
Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
Midvale School District No. 433	Oregon University System	Francis Marion University	Sinjuersity of Litab Hospitals and Clinics	Town of Lamoni
Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	
Moscow School District No. 231	A summer of cooking			Town of Latah
	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District Ho. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Multim
Multan School District 392	Southern Dregon University	Nidlands Technical College	Education (K-12)	Toon of Munsfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Braver County School District	Term of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmant Technical College	Bas Elder School District	Town of Metaline
New Plymouth School District	man cos say commercy conega			
	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	Cache County School District	Town of Naches
Net Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
North Gem School District No. \$49	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
Notus School District	Western Dregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Objectule
Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Dagentt School District	Town of Odessa
Orofino Joint School District No. 171	Adel School District 21	The Otadel	Davis School District	
Parma School District No. 137	Adel School District 21 Adrian School District	The Grande Technical College		Town of Pe BI
Parma school lastrict No. 137		Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Arrity School District 4J	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Annex School District 29	University of South Carolina, Arken	Garfield County School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Toren of Resulta
Potlatch School District No. 285	Arock School District No. 81	Williamsburg Technical College	Granite School District	Term of Runtee
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	
Richfield School District No. 316	Ashwood School District	HINDROD CHANELED'S		Town of Skykowish
ROCEPTED SCHOOL DISTINCT NO. 316		York Technical College	Jordan School District	Town of South Cle Elum
Rinie Joint School District No. 252	Astoria School District Ho. 1C	Education (K-12)	Juab School District	Town of South Prairie
Rockland School District No. 382	Alhena-Weston School District No. 19RJ	Abbesilie County School District	Kane County School District	Town of Spanule
Salmon River Joint School District No. 243	Baker School District No. SJ	Alten County Public Schools	Levan City School District	Town of Sovingdale
Salmon School District No. 291	Bandon School District	Altendale County School District	Millard School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center		Tourn of Stellarrom
Shoshare Joint School District No. 312	Beaverton School Cistrict No. 46	Admension country school bis prices a and a career and reducinogy center	MOLETH 201001 CATOLOG	
SWARKING JOINT SCHOOL DISTURCE NO. 312		Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray Gity School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washburne
South Lemhi School District No. 292	Blackly School District	Anderson School District No. 4	North Sanpete County School District	Toen of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverby
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Text of Wilter
Swan Valley Elementary School District (io, 33	Canas Valley School District	Bamberg School Ensered No. 1		
Swalk valley Elementary School District No. 33		Bamberg School District No. 2	Ogden City School District	Town of Willieson
Swan Valley School District No. 92	Canby School Exstrict No. 85	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 281	Berkeley County School District	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Slackville-Hilda Public Schools	Rich County School District	Town of Yacolt
Twin Failt School District No. 411	Central Una School District		Non Course action Courses	
	Conversion across District	Caliboun County School District	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
Vallinue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellewe Community College
Wallace School District No. 393	Clatskanle School Ostrict No. 6)	Chesterfield County School District	Server School District	Bellinsham Technical College
Weiser School District No. 431		Consider interna Condition Science Construct	Jene Julion ustrict	
Weiser School District No. 431 Wendell School Okstrict No. 232	Colton School District No. 53	Clarendon County School District No. 2	South Sanpete School District	Big Bend Community College
	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condan School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Contrata College
West Side School District No. 202	Coquille School District No. 8	Calleton County School District	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Topele County School District	Grant Conege Grant Park Technical College
Wider School Oistrict No. 133	Constitus School District No. 5091	and a set of the set o	source covery school anstruct	
		Delta R-V School District	Uintah School District	Columbia Basin Community College
Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Warne County School District	Edmonds Community College
Adams County Recreation District	Grook County School District	Dillon County School District No. 4	Weber School Dutrict	Extrat Community Callege
Abahka Water and Sewer District	Crow-Applegate-Lorane School District No. 66	when souny school District no. 4	weber school unterict	
Albien Marker - Marketer Disport	Commence and the second control of the control of the control of the second sec	Diocese Of Charleston Schools	Special District	Evergreen State College
Albian Highway District	Culver School District No. 4	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	Oaltas School District No. 2	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	David Douglas School District No. 40	Edgefield County Schools	Ballard Water and Sewer Improvement District	Highline Companyity College
American Falls Housing Authority	Dayton School District No. 8	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Dayville School District No. 161	Contrast Contrast Office (Children Children Chil	wear same appendit Service Matrice	
wanaa tafaanak natura		Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District	Florence County School District No. 2	Benchland Water District	Northwest Indian College
Avandale Insignion District	Douglas County School District No. 4	Fibrence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Douglas Education Service District	Florence County School District No. 4	Bona Vista Water Improvement District	Penimula College
Bear Lake County Library District	Oufur School District No. 29	Florence County School District No. 5	Cache Moseuto Abatement District	Persitistica College Pierce College
wear take county tionary untires		FIOREnce County School District No. 5		
Bench Server District	Eagle Point School District No. 9	FL Mill School District No. 4	Cache Valley Transit District	Renton Technical College
Benewah County Free Library District	Echo School District No. 5	Georgetown County School District	Canyonlands Ilealth Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Elgia School District	Greenville County School District	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Eliton School District No. 34	Construction County SCHOOL DWORLD	Carbon County House youndary	
biane county housing Authority		Greenwood School District No. 50	Carbon County Municipal Building Authority	Skagit Valley Gollege
Blaine County Recreation District	Enterprise School District No. 21	Greenwood School District No. 52	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Estacada School District No. 108	Hampton County School District No. 2	Carbon Water Conservancy District	Tacoma Community College
		Hampton School District No. 1	Castle Valley Special Service District	University of Washington
Boise Basin Library District	Eugene School District No. 41 Sally Con School District No.	Dame County Colorada		
Boise Basin Ubrary District Boise City/Ada County Housing Authority	Falls City School District	Horry County Schools	Cedar City Housing Authority	Walla Walla Community College
Bolice Basin Ubrary District Bolice City/Ada County Housing Authonity Bolice Xung Irrigation District	Falls City School District Fern Ridge School District No. 28J	Horry County Schools Jasper County School District	Cedar City Housing Authority Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Boise Basin Ularany District Boise City/Ada County Housing Authority Boise-Kung Infgation District Borneville Casiny Fire District No. 1	Falls City School District Fern Ridge School District No. 28J Forest Grove School District	Horry County Schools Jasper County School Ostrict John de la Hown School District	Cedar City Housing Authority	
Bolice Basin Ubrary District Bolice City/Ada County Housing Authonity Bolice Xung Irrigation District	Falls City School District Fern Ridge School District No. 28J	Horry County Schools Jasper County School District	Cedar City Housing Authority Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges

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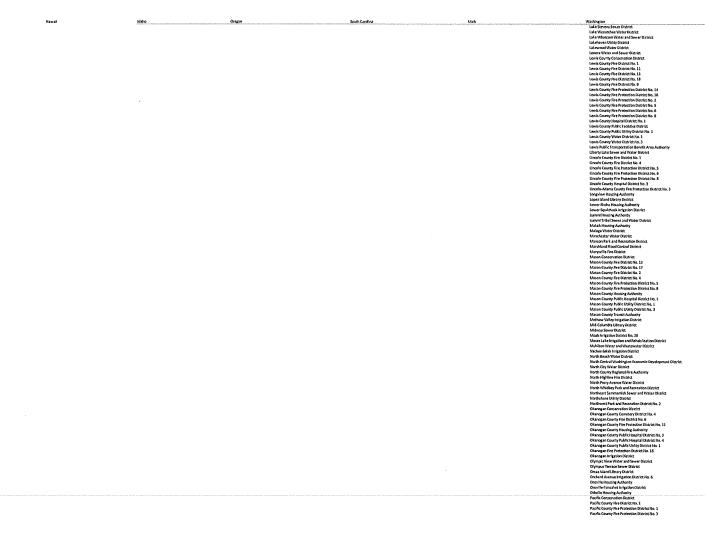
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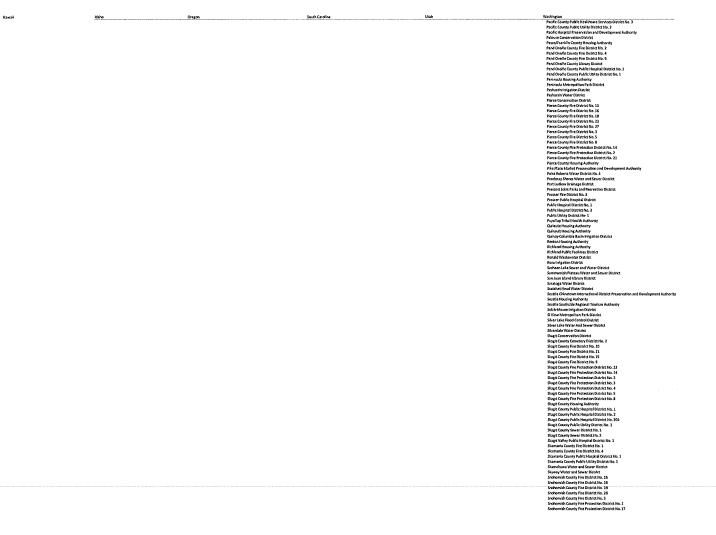
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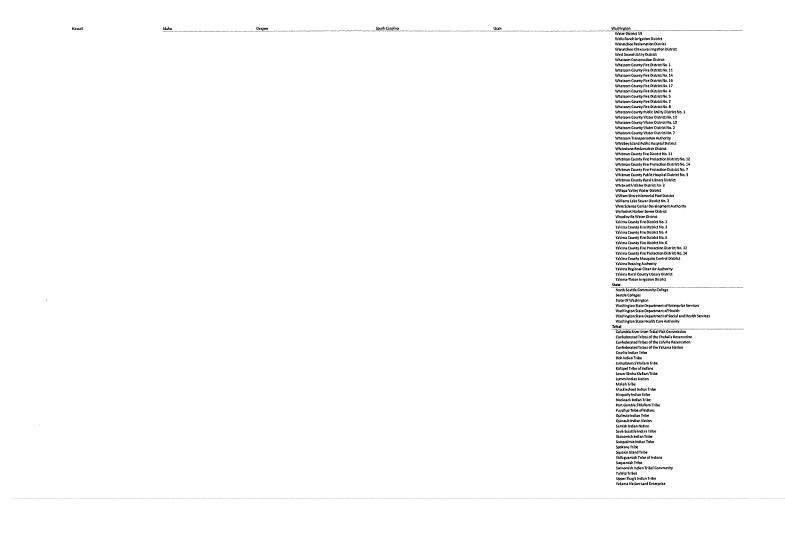
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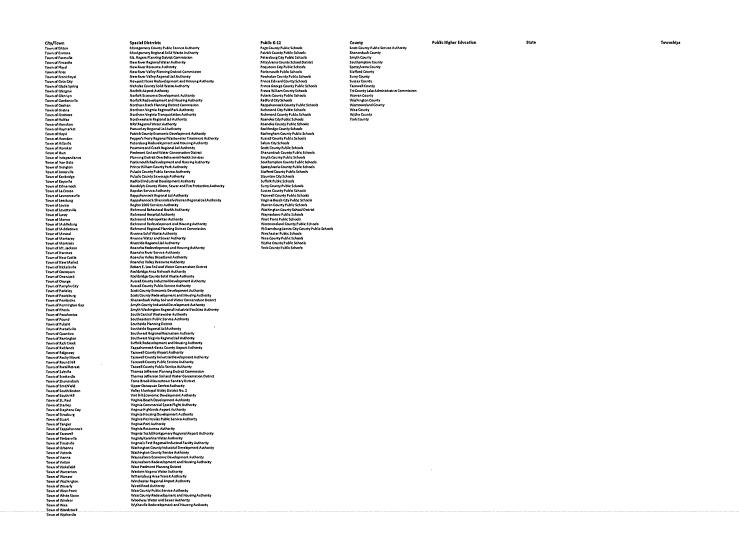
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Appendix C - Political Subdivision Ust fo	or and the second se					
Virginia						
City/fown	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol City of Busina Victa	Albernarie County Service Authority Albernarie-Charlottery/Te Remonal Jaf Authority	Albemaria County Public Schools Alexandria City Public Schools	Albernarie County Alleghany County	Central Virginia Community College Christopher Newport University	Virginia Department of Behavioral Health and Developmental Services Virginia Department of General Services	
City of Charlottesvile	Alexandria Redevelopment and Housing Authority	Aleghany County Public Schools	Amela County	College of W/Diam and Mary	Viginia Department of Health	
City of Chesapeake	Appomattor River Water Authenty	Amel a County Public Schools	Arrhent County	Debney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Alroad Aldhordy	Amharst County Public Schools	Appointation County	Danville Community College	Virginia Department of Public Works	
Cay of Covington	Bedferd County Economic Development Authority	Appomation County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bodford Regional Water Authority	Arlangton Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia City of Fairfur	Big Stone Gap Radevelopment and Housing Authority Blacksburg-Christiansburg-VPI Water Authority	Atlantic Shares Christian Schools Autoria County Public Schools	Bath County Sectord County	George Mason University Germanna Community College		
City of Faits City of Faits Church	Blackshurg-Critistianspore-VPI water wolkomy Blackshurg-Virionia Pohtechnic Institute Sandation Asthority	Bath County Public Schools	Bedford County Public Service Authority	Sermanna Community College 5. Sargeant Reynolds Community College		
City of Frankin	Bive Ridge Armort Asthorty	Bedford County Public Schools	Bland County	James Madron Linkerstov		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botatourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Bot stourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Rudge Soil and Water Conservation District	Bristel Virginia Public Schools	Buchanan County	Lord Fastas Community College		
City of Harrisonburg	Bristol Redevelopment and Houting Authority Brooknaal-Campbel County Airport Authority	Brunswick County Public Schools Buchanan County Schools	Buchanan County Public Service Authority Buckingham County	Massanutten Technical Center Mountain Empire Convirunity CoTege		
City of Hopewell City of Lasington	Brunawick County Industrial Development Asthorety	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lonchburg	Suchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New Rose Community College		
City of Manazana	Buena Vata Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manastas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Vaginia Community College		
Cay of Martineville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Rewport News	Cerroll-Greyson-Galax Solid Waste Authority Certonnood Water and Savare Authority	Charles City County School District Charlette County Public Schools	Charles City County	Patrick Henry Community College Paul D. Camp Community College		
City of Horfolk	Castlewood Water and Sewage Authority Central Shanandoah Planning Datinct Commission	Charlotte County Public Schools Charlottervalle City Schools	Charlotte County Chesterfield County	Paul D. Camp Community College Produces Versia Community College		
City of Norton City of Petersburg	Central Shenandoah Flanning Datinct Commission Central Vironia Regional Jali Authority	Charlottervine City Schools Charlottervine Public Schools	Charles County	Padencell Vegeta Contributey College Radford University		
City of Population	Central Yeginia Weste Management Authority	Chesterheid County Public Schools	Crafg County	Rappahannock Community College		
City of Partsmouth	Charlottesville Redevelopment and Howang Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Rudford	Charlottesylle-Albemaria Airport Avthority	Colonial Beach Schools	Cumberland County	Rowardy Technical Center		
City of Richmond	Chesspeake Airport Authority	Colonial Helghts Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roarola City of Salem	Chesapeake stay Bridge and Tunnel District Chesapeake Hospital Authority	Copper River School District Coveration City Public Schools	Dinwilde County Esser County	Southaide Virginia Community College Southwest Virginia Community College		
City of Salem City of Staunton	Chesapeane Hospital Authomy Chesapeane Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	Southwest Virginia Community Lovege State Council of Higher Education for Virginia		
City of Stability	Coeburg-Norton-Was Regional Wartewater Authority	Culpeper County Public Schools	Favouer County	Thomas Neison Community College		
City of Virginia Beach	Crarg-How Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesborg	Crater District Area Agency on Aging/Foster Grandoarent Program, Inc.	Danyile Public Schools	Fluxtena County	University of Mary Washington		
City of Willamsburg	Culpeper Soll and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
Cey of Winchester	Cumberland Plateau Planning District Commission	Ormidde County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon Town of Aberta	Cumberland Plateau Regional Housing Authority Cumberland Plateau Regional Wasta Management Authority	Fairfax County Public Schools Fails Church City Public Schools	Gâts County Gloucaster County	University of Virginia Health System University of Virginia, Wale		
Town of Atavista	Danwile Redevelopment and Housing Authority	Fauguler County Public Schools	Goochand County	Verginia College Savings Flan	,	
Town of Amherst	Danville-Pátsylvania County Regional Industrial Facalities Authority	Floyd Courty Public Schools	Gravian County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Floranna County Public Schools	Greene County	Virginia Commanity College System		
Yown of Appomattox	Dickenson County Public Service Authority	Frankin City Schools	Greensy Be County	Verginia Highlands Community College		
Town of Ashland	Develope Apport and Industrial Authority	Frankin County Public Schools	Halfest County	Virginia Military Institute		
Town of Bedford	Dinwiddle County Water Authority District Three Gevernmental Cooperative	Frederick County Public Schools Fredericksburg City Public Schools	Hanover County Handles County	Virginia Polytechnic Institute and State University Virginia State University		
Town of Bernyville Town of By Slone Gep	District Three Governmental Cooperative Dryden Water Authorsy	Fredericksburg City Public Schools Galax City Public Schools	Hanrico County Henry County	Virginia State University Virginia Western Community College		
Tawn of Blackburg	Eastern Shore of Virginia Broadband Authority	Gán County Public Schools	Henry County Fublic Sense Authority	Withevile Community College		
Town of Sharinid	Esses County Industrial Development Authority	Gloucester County Public Schools	Highbard County	where community cover		
Town of Boones Mid	Fairfax County Economic Davelopment Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowley Green	Fabtaz County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Faufax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton Yown of Bridgewater	Faufaz County Water Authority Fauguer County Water and Santation Authority	Greens ville County Public Schools Hairtas County Public Schools	King George County King George County Service Authority			
Town of Broadway	Fluguer County Water and Sanktrion Authority Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Bridging	Reyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brooknesi	Frankin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Les County			
Town of Buchsnan	Frederick County Santation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeyille	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louise County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warran County Economic Development Authority Ft. Monroe Authority	Hopewell Public Schools Imaging Schools	Madison County			
Town of Charlotte Court House Town of Chars City	FL. Moncos Authority Giles County Public Service Authority	Imagina Schools Isla of Wight County Schools	Mathews County Mecklenburg County			
Tewn of Chatham Tewn of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheraton	Haldax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halfas County Service Authority	King William County Public Schools	Helson County			
Town of Chinesteague	Nempton Redevelopment and Housing Authority	Lancaster County Public School System	New Yent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Clarkmant Town of Clarkman	Nampton Roads Regional Jail Authority Hampton Roads Sandation District	Lexington City Schools Loudoun County Public Schools	Horthumberland County Holtower County			
Town of Clarkavite Town of Clarkavite	Hampton Roads San Jacon District Harrsonburg Bedevelopment and Housing Authority	Louise County Public Schools	Notoway County Oranae County			
Teven of Cifton Forge	Harrisonburg-Rockinghum Regional Sawer Authority	Lynchburg City Schools	Page County			
Teven of Cleshto	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Tewn of Cintwood	Kopswell Redevelopment and Housing Authority	Manassa City Public Schools	Patryfvania County			
Town of Coeburn	James River Water Authority	Manazzas Park City Schools	Pittyfvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martunaville Public Schools	Powhatan County			
Town of Columbia	Jeant Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland Town of Courtland	Lee County Industrial Development Authority Lee County Public Service Authority	Mechtenburg County Public Schools Middlesex County Public Schools	Prince George County Prince William County			
Town of Craignille	LEE COUNTY PUBLIC SERVICE AUTORITY	Monigomery County Public Schools	Prince Walam County Service Authority			
Tave of Culptoter	Lord Fairfax Sol and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudown County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Resnoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch Town of Dubles	Maury Service Authority MacLienburg-Brungwick Regional Amount Authority	Northumberland County Public Schools Norton City Public Schools	Rockbridge County Public Service Authority Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Ruttel County			
Town of Dunganson	Middle Peningula Regional Airport Authority	Grange County Public Schools	Scott County			

Appendic C

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

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

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

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

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

1

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

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

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and

(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

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

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42 Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor:	 10.5	
Contract number:	 	
Category:	 	
Maturity date:	 	
Address:	 	
City, state, zip code:	 	
Phone number:	 	
Printed name and title of authorized representative:	 	
Signature of authorized representative:	 	
Date:		

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Company Name: John Deere Construction Retail Sales (JDCRS)

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

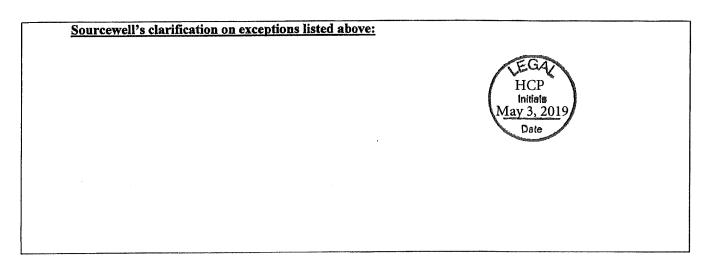
Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
Section page	roun, conductor, or operated with	JDCRS approves dealer groups to	
		sell direct under this contract upon	
		their acceptance of the Sourcewell	
		T&Cs. JDCRS -will sell direct	Sourcewell
		where a dealer group has yet to	accepts
		accept the contract terms.	
	Unless stated otherwise, a	absept the conduct terms.	
	manufacturer or wholesale	JDCRS and U.S. dealer sales	
	distributor Proposer is	reporting and admin fee payment	
	assumed to have a	functions will be processed by our	
	documented relationship	JDCRS office.	
	with their dealer network	JUCKS OTHER	
	where that dealer network is	"Sub-contractor" does not apply	
	informed of, and authorized	to our dealer network. Our	
	to accept, purchase orders	network is comprised of	
	pursuant to any Contract	independently owned dealer	
	resulting from this RFP on	groups that are bound by a dealer	
	behalf of the manufacturer	agreement. John Deere is not	
	or wholesale distributor	responsible for the acts or	
		omissions of the dealer network.	
	Proposer. Any such dealer will be considered a sub-	offissions of the dealer network.	
2 1 4/6	contractor of the	We request all sub-contractor	
3.14/6		verbiage/reference be stricken.	
	Proposer/Vendor.	verblage/reference de stricken.	
	Proposers are assumed to have sub-contractor		
			Commence
	*		Sourcewel
	organizations and individuals whom are	"Sub-contractor" does not apply	accepts
		to our dealer network. Our	
9	external to the Proposer and		
i i i i i i i i i i i i i i i i i i i	are involved in providing or	network is comprised of independently owned dealer	
	delivering the	groups that are bound by a dealer	
	equipment/products/services	agreement. John Deere is not	
	being proposed. Vendor	responsible for the acts or	
	assumes all responsibility	omissions of the dealer network.	
	for the	offissions of the dealer network.	
	equipment/products/services	We request all sub-contractor	
0.00.0/0	and actions of any such Sub-	We request all sub-contractor	
3.23.2/8	Contractor.	verbiage/reference be stricken. We offer our contract to all	
	With respect to Members		
	within the Commonwealth	eligible member agencies. Should	C
	of Virginia, this RFP is	any state, governing body, or	Sourcewell
	intended to be a "joint	buying agency impose or require	accepts
	procurement agreement" as	any additional administrative or	
3.28.1/10	described in Vir. Code § 2.2-	transaction fee of any kind, said	

	T *****		r
	4304(A), and those Virginia	fee will reduce the List discounts	
	Members identified in	accordingly.	
	Appendix C must be allowed		
	to use this Contract as a Joint		
	Purchaser.		
	Proposal pricing is to be		Sourcewell
	established as a ceiling price.	We offer our contract to all	accepts
	At no time may the proposed	eligible member agencies. Should	uccepto
	products or services be	any state, governing body, or	
	offered under this Contract	buying agency impose or require	
	at prices above this ceiling	any additional administrative or	
	price without a specific	transaction fee of any kind, said	
		fee will reduce the List discounts	
	request and approval by		
5.18/16	Sourcewell.	accordingly.	
	Throughout the term of the		Sourcewell
	Contract, Proposer agrees to		
	pay for return shipment on		accepts
	products that arrive		
	in a defective or inoperable		
	condition. Proposer must	Standard warranty defines	
		covered items and services.	
E E1/10	0		
5.51/18	shipment of the damaged	Freight and transport to and from	
5.54/18	products.	dealership are not covered items.	
		"Subcontractor" does not apply to	Sourcewell
	Subcontractors: Vendors'	our dealer network. Our network	accepts
	certificate(s) must include all	is comprised of independently	
	subcontractors as additional	owned dealer groups that are	
	insureds under its policies, or the	bound by a dealer agreement.	
	Vendor must furnish to Sourcewell	John Deere is not responsible for	
	separate certificates for each	the acts or omissions of the dealer	
	subcontractor. All coverage for	network.	
		network.	
	subcontractors are be subject to the	St. as sugged all sufficient and	
	minimum requirements identified	We request all subcontractor	
6.26/23	above.	verbiage/reference be stricken.	
	The Vendor must	Unless a dealer stock unit is being	Sourcewell
	immediately notify	offered, retail machines are made	accepts
	Sourcewell Members when	to order. 90 day lead time or less	accepto
	they order an out-of-stock	is the general guidance, but there	
7.13/27	item.	may be exceptions.	
() 2 w ² def (As was clarified in the pre-	C
		proposal conference, what needs	Sourcewell
		to be advised is any <i>major</i>	accepts the
		scenario that would impact the	removal of
			"litigation;"
		vendor's financial standing and	0
		their ability to uphold the contract	however, all
		agreement. JDCRS is not at	other
	The Vendor must disclose to	liberty to share all litigation	requirements
	Sourcewell any litigation,	scenarios that may arise.	remain.
	bankruptcy, or suspensions /		
7.16/27-	disbarments that occur during the	We request the "litigation"	
28	Contract period.	verbiage be stricken.	
20	No delegation of any duty of	We request permission to approve	
	the Vendor under this	dealer groups to sell direct.	C
			Sourcewell
	Contract may be made	Dealer groups must first agree to	accepts
	without prior written	abide by the Sourcewell Terms &	
8.11/29	permission of Sourcewell.	Conditions as agreed by JDCRS.	

		JDCRS will include U.S. dealer sales in our reporting and admin fee processing. Allowing so on the previous contract has proven value-added as it has; allowed dealers to fully embrace the contract, streamlined the sales process, and continued to increase sales each year.	
8.31/32	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. The Proposer further understands that it accepts	While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable. "Subcontractor" does not apply to our dealer network. Our network is comprised of independently	Sourcewell
Form D/48	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.	owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all subcontractor verbiage/reference be stricken.	accepts
Appendix D/69 (PDF copy)	Procurements by Sourcewell SM (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	While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.	Sourcewell accepts

Proposer's S	Signature: Malf Ahin	Date: 3/18/2019
	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.	
	(44 CFR Part 13). The terms included in this section	
	Local Governments, Title 44 of the Code of Federal Regulations, Part 13	
	and Cooperative Agreements to State and	
	Administrative Requirements for Grants	

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Contract Award RFP #032019

FORM D

Sourcewell

<u>Formal Offering of Proposal</u> (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. Exception is noted in our RFP response, asking for this text to be stricken as we do not use subcontractors. Our dealer network is independently owned.

Company Name: _ John Decre Construction Retail Sales		_Date: <u>3/14/2019</u>
Company Address: _1515 5th Avenue		
City:_Moline	State: _IL	_ Zip: _61265
CAGE Code/DUNS:_3PSD7/142124762		
Contact Person: _Richard Murga	_ Title: _Contract Adm	inistrator
Authorized Signature: 24 Authorized Signature:		Mark Oliver(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-JDC

Proposer's full legal name: John Deere Construction Retail Sales

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

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

Jeremy Schwartz

SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Chad Coavette

Jeremy Schwartz (NAME PRINTED OR TYPED)

(NAME PRINTED OR TYPED)

Chad Coauette

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

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

Vendor Name _	John	Deere	Construction	RetA:/	SAles
Authorized Sign	atory's Title	Manger,	ConTRACT	Sales	
Marl	Offici	and the second se	Mar	K Oliv	1er
VENDOR AUTHORI	ZED SIGNATUR	₹E	(NAME	PRINTED OR TYPE)

Executed on 10 MAY, 20 MAY

Sourcewell Contract # 032119-JDC

Sourcewell Fa

<u>Form F</u>

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

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

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
- 4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- 5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Notarized

Subscribed and sworn to before me this	14	day of	, 20 <u>19</u>
Notary Public in and for the County of	ROCK	Island	State of
My commission expires: $10/26/6$	2021		
Signature: <u>AMALY & SC</u>	no		
CINDY L SCHOO OFFICIAL SEAL Notary Public - State of litin My Commission Expire October 28, 2021	nola		

Source well Source well Source well

Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: John Deere Construction Retail Sales_____

Ouestionnaire completed by: Richard Murga____

Payment Terms and Financing Options

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

JDCRS' only option for payment terms is Net 30 Days.

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?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.

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.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.

Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

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?

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

<u>Warranty</u>

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.

Copy of standard warranty is attached in addition to the below responses.



- Do your warranties cover all products, parts, and labor? 12 months full machine standard warranty is provided, as outlined in the standard warranty document.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage? Full-size machines receive 12 months of coverage with no hour limit. Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit. Limitations on usage behavior are in place for all goods.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? No
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? No How will Sourcewell Members in these regions be provided service for warranty repair? Dealers are assigned for coverage of the entire U.S.
- 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? As outlined in the standard warranty document, non-Deere items are handled by original OEM.
- What are your proposed exchange and return programs and policies? As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.
- 6) Describe any service contract options for the items included in your proposal.

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

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.

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

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.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

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.

The discount range varies from 20% to 44% off our published List prices.

- 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.

- ____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.
 - 5-7 machines receive 1% additional discount
 - 8-14 machines receive 2% additional discount
 - 15-30 machines receive 3% additional discount

No rebates are offered.

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.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty...

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (noncontract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer provided fuel cap and Dealer provided Bradco Rock Saw". We successfully use this process on other contracts.

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

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

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.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member's local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

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

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.

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

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

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.

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

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

We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

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

John Deere is registered with the International Standards Organization 9001 for quality management.

20) Describe any environmental management system certifications obtained by your organization,

For more information on John Deere's Environmental Stewardship visit: http://www.deere.com/en US/corporate/our company/citizenship/environmental stewardship/environmental stewa rdship.page?

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

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: 21/1/2019

AMENDMENT TO Sourcewell Contract #032119-JDC

This AMENDMENT ("Amendment") to Sourcewell Contract # 032119-JDC ("Agreement") is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales ("Vendor")

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.'s products, ordering process, and sales/administration contacts will be included in John Deere's portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogele brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

 Form P Question 4 response is amended as follows: After the first paragraph, insert: <u>"Wirtgen America, Inc. does not accept the P-card procurement and payment process."</u>

- Form P Question 5 response is amended as follows: After the first paragraph, insert: <u>"Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit."</u>
- 3. Form P Question 7 response is amended as follows: After the first paragraph, insert:

"Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogele) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines

to Sourcewell members in both the U.S. and Canada. "Program Eligible" opens the contract's machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:

Never retailed,

Less than three years old for compact and mid-size machines, Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price

Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.

Depreciation varies based on age, hours, and machine type.

Depreciation is negotiated between dealer and customer.

Sourcewell Administration Fee will be paid on Standard Contract Selling Price."

- Form P Question 9 response is amended as follows: Replace the initial response with the following verbiage: <u>"The discount range varies from 17% to 44% off the manufacturer's published List</u> <u>prices."</u>
- 5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as "John Deere Limited", the proper business name is <u>"John Deere Canada ULC</u>."

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

----- DocuSigned by:

x Jeremy Schwartz Authorizod Signature – Signed

By Jeremy Schwartz Name – **Printed**

Title Director of Operations & Procurement/CPO

Date_____ 1:59 PM CDT

John Deere Construction Retail Sales x <u>Kichard Murga</u> Authonizesto Signature - Signed

By <u>Richard Murga</u> Name – **Printed**

Title Account Manager, Fed & State

Date______ | 1:43 PM CDT

APPROVED:

Sourcewell®

x (Lad. (sauth. Authorized Signature - Signed

By <u>Chad Coauette</u> Name – **Printed**

Title <u>Executive Director / CEO</u>

Date 3/12/2020 | 2:08 PM CDT

AMENDMENT #2 TO SOURCEWELL CONTRACT #032119-JDC

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

BV: Jeremy Schwartz _____

Jeremy Schwartz Name – Printed

Title: <u>Director of Operations & Procurement/CPO</u>

Date: 3/18/2020 | 3:25 PM CDT

John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.

By: Richard Murga -Autho

<u>Richard Murga</u> Name – Printed

Title: Contract Administrator

Date: 3/18/2020 | 12:27 PM CDT

APPROVED:

DocuSigned by Chad (somette -7E42B8F817A64CC.. Authc

<u>Chad Coauette</u> Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

EXHIBIT "B"



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company	For any questions, please contact
2000 John Deere Run Cary, NC 27513	Zachary Moore
Signature on all LOIs and POs with a signature line	Stotz Equipment 4811 Brooks Street Montclair, CA 91763
Contract name or number; or JD Quote ID	Tel: 909-626-8586
Sold to street address (no PO box)Ship to street address (no PO box)	Mobile Phone: 909-664-3209 Fax: 909-626-3767 Email: zmoore@stotzeq.com
Bill to contact name and phone number	
Bill to address	
Bill to email address (required to send the interest exemption certificate	voice and/or to obtain the tax

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Stotz Equipment 4811 Brooks Street Montclair, CA 91763 909-626-8586 xx8699@stotzeq.com						
Quoto	e Summary						
Prepared For: CITY OF LONG BEACH PARKS AND R 2600 TEMPLE AVE LONG BEACH, CA 90806 Replacement for Unit # 14809- 2015 John Deere 7210	Delivering Dealer: Stotz Equipment Zachary Moore 4811 Brooks Street Montclair, CA 91763 Phone: 909-626-8586 Mobile: 909-664-3209 zmoore@stotzeq.com OR Quote ID: 27447036 Created On: 15 September 2022 Last Modified On: 15 September 2022 Expiration Date: 30 November 2022						
Equipment Summary	Selling Price Qty Extended						
JOHN DEERE 7R 210 Tractor	\$ 257,461.40 X 1 = \$ 257,461.40						
Contract : Sourcewell Ag Tractors 110719-JDC (PG Price Effective Date : September 14, 2022	1P CG 70)						
Equipment Total	\$ 257,461.40						

[*] Includes Fees and Non-contract items	Quote Summary	
	Equipment Total	\$ 257,461.40
	Trade In	
	SubTotal	\$ 257,461.40
	Sales Tax - (10.25%)	\$ 26,389.79
	ca tire fee	\$ 7.00
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 283,858.19
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 283,858.19

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Accepted By : X _____





Quote Id: 27447036 Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run

Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Stotz Equipment 4811 Brooks Street Montclair, CA 91763 909-626-8586 xx8699@stotzeq.com

	JOH	IN C	DEERE 7R	210 Trac	tor		
Hours:							
Stock Nu	ımber:						
Contract	: Sourcewell Ag Tractors	1107	719-JDC (PC	G 1P CG		S	elling Price *
	70)		,			\$ 2	257,461.40
Price Eff	ective Date: September	14,	2022			-	
	•		ce per item	- includes F	ees and No	n-contract i	tems
Code	Description	Qty	List Price	Discount%	Discount	Contract	Extended
	•				Amount	Price	Contract
							Price
8000RW	7R 210 Tractor	1	\$	24.00	\$ 83,126.64	\$	\$
		•	346,361.00			263,234.36	263,234.36
4005			ndard Option		* 0 00	¢ 0 00	¢ 0 00
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185E	JDLink™ Connectivity	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
190A	Gen 4 4200 CommandCenter™	1	\$ -1,995.00	24.00	\$ -478.80	\$ -1,516.20	\$ -1,516.20
0202	United States	1	\$ 1,900.00	24.00	\$ 456.00	\$ 1,444.00	\$ 1,444.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0557	No Edition		\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1550	AutoPowr™ Infinitely	1	\$ 7,186.00	24.00	\$ 1,724.64	-	
	Variable Transmission		· · · · · · · · · · · · · · · · · · ·		+ .,	+ -,	+ -,
	(IVT™) 40 km/h (25 mph)						
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2022	Premium Comfort &	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
~ / ~ ~	Convenience Package		* ~ ~~	<u> </u>	* ~ ~~	* ~ ~ ~	\$ \$ \$ \$
2170	Air Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2703	Right-hand Reverser Linear Type Transmission Controls		\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2901	Hydraulic Power Steering	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3033	John Deere PowerTech™	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0000	6.8 L (414 cu. in.) 6 Cylinder	•	\$ 0.00	21.00	¥ 0.00	φ 0.00	φ 0.00
	EPA FT4/EU Stage V						
	Compliant Diesel Engine						
3240	162 L/min (43 gpm)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
	Hydraulic Pump				····		





Quote Id: 27447036 Customer Name: CITY OF LONG BEACH PARKS AND R

o (VENDO eere & Co 00 John ary, NC 2 D ID: 36	CompanyStotz Equipmentn Deere Run4811 Brooks Street					Γ BE SENT	
3341	Four Premium Rear Remote SCVs with Electrohydraulic Controls, Premium Couplers and High Pressure Relief Levers	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3831	25 mm (1-3/8 in.) 540/540E/1,000 rpm PTO, 45 mm (1-3/4 in.) 1,000 rpm PTO, electronically shiftable in cab	1	\$ 3,635.00	24.00	\$ 872.40	\$ 2,762.60	\$ 2,762.60
4027	6,894 kg (15,200 lb) Capacity 3-Point Hitch (Cat 3/3N) with Quik-Coupler and Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4319	Category 3, Adjustable Swinging Drawbar for use with a 38 mm (1.50 in.) Pin	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5065	110 mm (4.33 in.) diameter by 2550 mm (100.4 in.) length	1	\$ -702.00	24.00	\$ -168.48	\$ -533.52	\$ -533.52
5091	Cast Wheels with Single Taper Hubs	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5207	710/70R42 173A8 R1W	1	\$ -6,108.00	24.00	\$ -1,465.92	\$ -4,642.08	\$ -4,642.08
5999	No Brand Preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	1300 Series MFWD with Driveline Shield and Limited Slip Differential	1	\$ -13,264.00	24.00	\$ -3,183.36	\$ -10,080.64	9-10,080.64
6208	600/70R30 152A8 R1W	1	\$ 3,232.00	24.00	\$ 775.68	\$ 2,456.32	\$ 2,456.3
7215	Premium Visibility Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.0
8020	Fender, Rear Extensions - 2.55 m (100 in.) Width	1	\$ 1,883.00	24.00	\$ 451.92	\$ 1,431.08	\$ 1,431.0
8782	Backup Alarm	1	\$ 358.00	24.00	\$ 85.92	\$ 272.08	\$ 272.0
8959	Weight, front support with sixteen suitcase weights	1	\$ 2,204.00	24.00	\$ 528.96	. ,	\$ 1,675.0
	Standard Options Total		\$ -1,671.00		\$ -401.04	\$ -1,269.96	\$ -1,269.9
		y O	ptions/Non-Co				
1880	Less Receiver	1	\$ -5,925.00	24.00		\$ -4,503.00	
	Technology Options Total		\$ -5,925.00		\$ -1,422.00	\$ -4,503.00	\$ -4,503.0
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.0





Quote Id: 27447036 Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	Stotz Equipment
2000 John Deere Run	4811 Brooks Street
Cary, NC 27513	Montclair, CA 91763
FED ID: 36-2382580	909-626-8586
UEID: FNSWEDARMK53	xx8699@stotzeq.com

Total Selling Price	\$	\$ 81,303.60	\$\$
	338,765.00		257,461.40 257,461.40



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company	For any questions, please contact:
2000 John Deere Run Cary, NC 27513	Zachary Moore
Signature on all LOIs and POs with a signature line	Stotz Equipment 4811 Brooks Street Montclair, CA 91763
Contract name or number; or JD Quote ID	Tel: 909-626-8586
 Sold to street address (no PO box) Ship to street address (no PO box) 	Mobile Phone: 909-664-3209 Fax: 909-626-3767 Email: zmoore@stotzeq.com
Bill to contact name and phone number	
Bill to address	
Bill to email address (required to send the investment of the inve	voice and/or to obtain the tax
Membership number if required by the contra	ct

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Stotz Equipment 4811 Brooks Street Montclair, CA 91763						
FED ID: 36-2382580 UEID: FNSWEDARMK53	909-626-8586 xx8699@stotzeq.com						
Quote	Summary						
Prepared For: CITY OF LONG BEACH PARKS AND R 2600 TEMPLE AVE LONG BEACH, CA 90806	Delivering Dealer: Stotz Equipment Zachary Moore 4811 Brooks Street Montclair, CA 91763 Phone: 909-626-8586 Mobile: 909-664-3209 zmoore@stotzeq.com						
Replacement Unit # 143007- 2016 John Deere 6215R	Quote ID:27448569Created On:15 September 2022Last Modified On:15 September 2022Expiration Date:15 October 2022						
Equipment Summary	Selling Price Qty Extended						
JOHN DEERE 6R 215 Tractor	\$ 229,209.16 X 1 = \$ 229,209.16						
Contract: Sourcewell Ag Tractors 110719-JDC (PG Price Effective Date: September 14, 2022	IP CG 70)						
Equipment Total	\$ 229,209.16						

* Includes Fees and Non-contract items	Quote Summary	······································
	Equipment Total	\$ 229,209.16
	Trade In	
	SubTotal	\$ 229,209.16
	Sales Tax - (10.25%)	\$ 23,493.94
	ca tire fee	\$ 7.00
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 252,710.10
	Down Payment	(0.00)
	Rental Applied	(0.00)
	Balance Due	\$ 252,710.10

Accepted By : X _____





Quote Id: 27448569 Customer Name: CITY OF LONG BEACH PARKS AND R

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: Stotz Equipment 4811 Brooks Street Montclair, CA 91763 909-626-8586 xx8699@stotzeq.com

	JOHN DEERE 6R 215 Tractor							
Hours:								
Stock N	umber:							
Contract	: Sourcewell Ag Tractors 70)	1107	'19-JDC (PC	G 1P CG			elling Price * 229,209.16	
Price Eff	fective Date: September	14, 3	2022				,	
	•			- includes F	ees and No	n-contract i	tems	
Code	Description	Qty	-	Discount%	Discount Amount	Contract Price		
08PAL	6R 215 Tractor	1	\$ 286,150.00	24.00	\$ 68,676.00	\$ 217,474.00	\$ 217,474.00	
		Stan	dard Options	s - Per Unit			·	
183E	JDLink™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
190A	Gen 4 4200 CommandCenter™	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
0660	Less Loader Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
0700	Less Loader Equipment	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
873C	Premium Panorama Roof Light Package	1	\$ 3,863.00	24.00	\$ 927.12	\$ 2,935.88	\$ 2,935.88	
878W	Panorama Glass Roof	1	\$ 815.00	24.00	\$ 195.60	\$ 619.40	\$ 619.40	
896B	10 Quik-Tatch™ Weights - 430 kg (948 lb)	1	\$ 1,108.00	24.00	\$ 265.92	\$ 842.08	\$ 842.08	
1557	AutoPowr™ Infinitely Variable Transmission (IVT™) 40 km/h (25 mph)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
1758	AutoTrac™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
2014	Premium Cab Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
2159	Premium Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
2203	Less Cab Suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
2522	Mirrors - Electrical Adjustable And Manual Telescopic with Wide Angle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	
2624	Panorama Doors left and right	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00	





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Quote Id: 27448569 Customer Name: CITY OF LONG BEACH PARKS AND R

TO (VEND) Deere & C 2000 John Cary, NC 2 FED ID: 30	ENDOR):TO DELIVERING DEALER:& CompanyStotz EquipmentJohn Deere Run4811 Brooks Street			TO DELIVERING DEALER: Stotz Equipment 4811 Brooks Street Montclair, CA 91763 909-626-8586			
2664	Premium Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2704	CommandArm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3240	Hydraulic Pump - 155 L/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3341	4 Electronic Selective Control Valves (SCV) - Premium	1	\$ 1,180.00	24.00	\$ 283.20	\$ 896.80	\$ 896.80
3400	No Midstack SCV	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3833	Rear PTO - 540/540E/1000 - for R&P Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4113	Draft Links with Hook End - Category 3N	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4213	Center Link with Ball End - Category 3	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5063	R&P Rear Axle 100 mm (3.94 in.) x 2550 mm (100.4 in.)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5091	Adjustable cast wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5291	Rear Wheels 710/70R42	1	\$ 5,412.00	24.00	\$ 1,298.88	\$ 4,113.12	\$ 4,113.12
5999	Rear and Front Tire Brand - No Preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD front axle - unsuspended	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable steel wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6204	Front Wheels 480/70R34	1	\$ 166.00	24.00	\$ 39.84	\$ 126.16	\$ 126.16
7706	Shipment Preparation - By Ship Overseas, with Conservation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8020	Fender Extension - One- Piece Side and Rear Extension (Adjusted to Tire Size)	1	\$ 853.00	24.00	\$ 204.72	\$ 648.28	\$ 648.28
8063	Ethernet Switch	1	\$ 748.00	24.00	\$ 179.52	\$ 568.48	\$ 568.48
8726	Dual Beacon Lights	1	\$ 288.00	24.00	\$ 69.12	\$ 218.88	\$ 218.88
8782	Backup Alarm	1	\$ 631.00	24.00	\$ 151.44	\$ 479.56	\$ 479.56
8951	Front base weight - 110 kg (242 lb)	1	\$ 377.00	24.00	\$ 90.48	\$ 286.52	\$ 286.52
	Standard Options Total		\$ 15,441.00		\$ 3,705.84	\$ 11,735.16	\$ 11,735.16
	Technolog	y O	ptions/Non-Cor	ntract/Ope	n Market		
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00





Quote Id: 27448569 Customer Name: CITY OF LONG BEACH PARKS AND R

Cary, NC 27513 Montclair, CA 91763 FED ID: 36-2382580 909-626-8586 UEID: FNSWEDARMK53 xx8699@stotzeq.com	FED ID: 36-2382580	909-626-8586
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Technology Options Total	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total	\$ 0.00		\$ 0.00	\$ 0.00
Total Selling Price	\$	\$ 72,381.84	\$	\$
	301,591.00		229,209.16	229,209.16