

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
60000009-24- O JORDAN IMPLEMENT COMPANY FOR CNH INDUSTRIAL
AMERICA LLC
AG TRACTORS WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a Request for Proposal (RFP) Number 082923 for Ag Tractors with Related Attachments, Accessories, and Supplies by posting the solicitation on Agency's website (Sourcewell Procurement Portal) at least ten (10) days before the proposal was due.

C. On October 9, 2023, based on the results of the competitive process, Agency awarded a contract with CNH Industrial America LLC (*also known as* Case IH North America) and executed the RFP Number 082923-CNH for Ag Tractors with Related Attachments, Accessories, and Supplies Contract with CNH Industrial America LLC, identified as Sourcewell RFP Number 082923-CNH, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1; and

D. On July 25, 2024, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Jordan Implement Company (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Ag Tractors with Related Attachments, Accessories, and Supplies consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

F. As of the date of execution of this Contract, Contractor is known and understood to be an authorized dealer of CNH Industrial America LLC and is the City's authorized dealer for the purpose of this Contract. CNH Industrial America LLC represents that the authorized dealer for the City is Contractor, and that City must purchase the goods and services through Contractor. As allowed under the Contract Documents, which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two Section C. Dealers, Distributors, and/or Resellers, authorized dealers are allowed. Contractor represents it is authorized to execute and sign this Contract as an authorized dealer of CNH Industrial America LLC for the City. As an authorized

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through October 11, 2027, with up to an additional one (1) one-year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) one-year options within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or CNH Industrial America LLC, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. **Contract Administrator.** The Department of General Services, Fleet Operations Division (Department) is the Contract Administrator for this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Fleet Operations Division
Attention: Donny Nguyen
2740 Caminito Chollas
San Diego, CA 92101
(619) 527-7594
DQNguyen@sandiego.gov

2. **Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department
Attention: Oscar Garcia
1200 3rd Avenue - Suite 200
San Diego, CA 92101
OLGarcia@sandiego.gov
(619) 236-6037

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$3,000,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Contractor is not required to pay the City of San Diego an administrative fee under this Contract, however, any obligations between Contractor and CNH Industrial America LLC regarding payment of the administrative fee under the terms of the Agency Agreement remain in full force and effect. Additionally, any obligations between CNH Industrial America LLC and Sourcewell regarding payment of the administrative fee under the terms of the Agency Agreement remain in full force and effect.

3. **Annual Appropriation of Funds.** Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits, the Sourcewell's Solicitation Number 082923, CNH Industrial America LLC's Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance, and the Agency Agreement (all of which include current pricing information and any pricing sheets, and any properly executed written amendment(s) to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). Pursuant to Article 4 "PRODUCT AND PRICING CHANGE REQUESTS" of the Agency Agreement, a fully executed Sourcewell Price and Product Change Request Form will be an amendment to the Agency Agreement and be incorporated by reference into the Agency Agreement; when this occurs, the Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Change Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This Contract
- 2nd Agency Contract and any properly executed written amendment(s) to the Agency Contract
- 3rd CNH Industrial America LLC's Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance
- 4th Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY'S ADDITIONAL TERMS

1. Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized dealer of CNH Industrial America LLC.

JORDAN IMPLEMENT COMPANY

By: [Signature]
Jordan Implement Company, an authorized
dealer of CNH Industrial America LLC

Name: CHRIE ELLIOTT

Title: Vice-President

Date: 9-20-2024

THE CITY OF SAN DIEGO

By: [Signature]

Name: Claudia C. Abarca

Title: Director of Purchasing & Contracting

Date: September 23, 2024

Approved as to form this 25th day of
September, 2024

MARA W. ELLIOTT, City Attorney

By: [Signature]
Deputy City Attorney

Print Name: Mankecia Simmons

EXHIBIT 1: AGENCY AGREEMENT

EXHIBIT 1: AGENCY AGREEMENT

**Solicitation Number: RFP #082923****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America LLC, 700 State Street, Racine, WI 53404 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ag Tractors with Related Attachments, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

CNH Industrial America LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Amy Swett
By: 7FCB6D1BF7F04C0...
Amy Swett
Title: Government & Fleet Sales Account Manager

Date: 10/9/2023 | 2:18 PM CDT

Date: 10/9/2023 | 1:07 PM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO

Date: 10/9/2023 | 2:31 PM CDT

RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: CNH Industrial America LLC
Address: 700 State Street
Racine, WI 53404
Contact: Clint Jenkins
Email: Clinton.jenkins@caseih.com
Phone: 937-218-1701
Fax: 877-764-1369
HST#: 760433811

Submission Details

Created On: Friday July 21, 2023 07:39:42
Submitted On: Tuesday August 29, 2023 13:36:59
Submitted By: Amy Swett
Email: amy.swett@newholland.com
Transaction #: 1c85424c-896b-44ff-8238-a91e91745472
Submitter's IP Address: 134.238.181.108

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CNH Industrial America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CNH America LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CNH Industrial America LLC does not have any assumed names or DBA
4	Provide your CAGE code or Unique Entity Identifier (SAM):	10988
5	Proposer Physical Address:	700 State Street Racine, WI 53404
6	Proposer website address (or addresses):	https://www.cnhindustrial.com https://www.caseih.com www.newholland.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amy Swett Government & Fleet Sales Account Manager – New Holland AG brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Swett Government & Fleet Sales Account Manager – New Holland AG brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sam Nichols National Account Manager - Case IH Brand 621 State Street Racine, WI 53402 507-327-9901 sam.nichols@caseih.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>CNH Industrial is a global leader in capital goods that implements design, manufacturing, distribution, commercial and financial activities in international markets. We employ more than 40,000 people in 43 manufacturing plants and 40 research and development centers. Through our 10 brands we make the vehicles that keep agriculture and industry growing. Our global presence and broad reach mean that we can capitalize on opportunities for growth and pursue our ambition to become a leader in our sectors.</p> <p>Prior to CNH Industrial evolving, New Holland and Case IH were separate companies. In 1991 Fiat purchased an 80 percent interest in Ford New Holland and merged it with FiatGeotech to create a huge new industrial equipment entity dubbed N.H. Geotech--though its North American operation kept the name Ford New Holland. The new international behemoth, headquartered in London, instantly</p>

became the world's largest producer of tractors and haying equipment, the second largest producer of combines, and one of the largest producers of diesel engines. N.H. Geotech changed its name to New Holland N.V. in January 1993, although the company's North American operation stuck with the Ford New Holland moniker for two more years.

In 1999 Fiat Group acquires Case Corporation and merges it with New Holland to create CNH Global, a world leader in farm machinery and construction equipment. In 2012, we became CNH Industrial through the merger of Fiat Industrial and CNH Global. In January 2022, CNH Industrial executed the strategic plan to separate the 'On' and 'Off' Highway businesses. CNH Industrial remains focused on the agriculture and construction industries and Iveco Group N.V. is focused on the 'ON' Highway industries.

Case IH's robust history began in 1842 when Jerome Increase Case founded the Racine Threshing Machine Works in Racine, Wisconsin (our current headquarters). Shortly thereafter, in Chicago, Cyrus McCormick founded the McCormick Harvesting Machine Company which will later become International Harvester. In 1902 J.P. Morgan brokered the merger of the McCormick, Deering, and three smaller brands into the International Harvester Company. Throughout the next several decades, Case and International Harvester (IH) continued to lead the market with products such as the Farmall series of tractors which was introduced in 1923. The iconic Farmall letter series tractors were introduced in 1939. Millions of Farmalls were sold, cementing IH as an agricultural icon, not just in North America, but globally.

The mid to late 1900s both companies experienced mergers and acquisitions. The most relevant took place in 1985 when JI Case and IH merged to form Case IH. New products were introduced after the merger. Two longstanding tractor lines were created- the Magnum and Maxxum tractors shortly after the JI Case and IH merger. Steiger corporation was purchased in 1986 which expanded Case IH's line-up to include the unique and well-known four-wheel drive. The revolutionary Case IH Steiger Quadtrac was introduced in 1996. As the 1900's were coming to an end, Case IH celebrated its 150th anniversary.

In 1995 Case IH once again advanced agriculture by bring AFS (Advanced Farming Systems) to the market. AFS was the first platform to use satellites to log and track data in real time in an agricultural application.

New Holland's roots can be traced back to 1895, when handyman Abe Zimmerman made his first feed mill at his New Holland, Pennsylvania repair shop. He called his operation the New Holland Machine Company and incorporated it in 1903. Meanwhile, across the Atlantic, Italian auto maker Fiat was developing a tractor of its own. That company's efforts resulted in the development of the 702, Fiat's first mass produced tractor, which hit the market in 1919.

Approx. 1940, New Holland was purchased by a group of four investors who introducing the world's first successful automatic pick-up, self-tying hay baler. The baler was invented by Ed Nolt and was an instant hit among farmers. New Holland has continued to manufacture updated baler models ever since.

In 1947 New Holland Machine Company was acquired by electronics specialist Sperry Corporation, creating the subsidiary Sperry New Holland. In 1952 Claeys unveiled the first European self-propelled combine harvester, becoming one of the biggest combine manufacturers in Europe by the early 1960s. Sperry New Holland bought a major interest in Claeys in 1964. New Holland would go on to revolutionize harvesting equipment in 1974 with the introduction of the world's first twin rotor combine.

In 1974 Fiat Macchine Movimento Terra launched a joint venture with American manufacturer Allis Chalmers Corporation, called Fiat-Allis. Fiat finally gained entry into the North American market in 1977, with the acquisition of Hesston, a Kansas-based manufacturer of hay and forage machinery.

Ford was also becoming a global force in agricultural equipment. By 1985 Ford Tractor had 9,000 employees and 5,000 dealers, with about one third of each located in the United States.

In 1986 Ford purchased Sperry New Holland and merged it with its Ford Tractor Operations to create a new company, Ford New Holland, Inc. By this time New Holland had grown to become one of the best performing companies in the farm equipment business, with 2,500 dealers and more than 9,000 employees of its own, working in 100 different countries.

Within months of this merger, Ford New Holland added the agricultural division of Versatile Farm and Equipment Co., an agricultural equipment manufacturer that had been founded in Canada in 1947. The combination of Ford's tractors, New

Holland's harvesters, and Versatile's large four-wheel-drive machines created a company that produced a wide spectrum of agricultural equipment.

By 1990 Ford New Holland had 17,000 employees, revenue of \$2.8 billion, and plants in the United States, Canada, Belgium, England, and Brazil, plus joint ventures in India, Pakistan, Japan, Mexico, and Venezuela.

In 1994 New Holland reported net income of \$355 million on sales of \$4.7 billion. Fiat eventually acquired the other 20 percent of New Holland previously owned by Ford, and in 1995, the 100th anniversary of the New Holland brand name, Ford New Holland was rechristened New Holland North America.

Operating as a wholly owned subsidiary of Fiat, New Holland brought in just more than \$5 billion in sales in 1995. By this time, the company-controlled 21 percent of the world market for agricultural tractors, 17 percent of the world market for combines, 42 percent of the market for forage harvesters, and significant shares of the world markets for just about every other category of agricultural or construction equipment.

By 1996 New Holland was selling about 280 different products in 130 countries around the world. Globally, 5,600 dealers were selling the company's agricultural equipment and 250 selling construction machinery.

CNH Industrial's powertrain division – Fiat Powertrain Technologies – provided solutions to meet EPA Tier 4 emission requirements for shipments in 2010. The FPT solution only used Selective Catalytic Reduction technology.

New Holland brand celebrated the 20th anniversary of the GENESIS tractor in 2013 by introducing the new GENESIS T8. True to the GENESIS legacy, the GENESIS T8 Series once again redefines what is possible.

2016 CNH Industrial reveals autonomous concept vehicles at the Farm Progress show. The New Holland concept kept a fully functional cab while the Case IH concept showed a tractor without a cab.

In 2018 Case IH and New Holland released combine harvesters offering automation technology which adapts and reacts to the ever-changing crop conditions. The automation simplifies harvesting by sensing and optimizing machine settings — regardless of operator skill level.

CNH Industrial acquires Raven Industries in November 2021. Raven was founded over 65 years ago and has created a leadership position in precision agriculture, high performance specialty films, and aerospace and defense solutions. Raven Industries is headquartered in Sioux Falls, South Dakota. The acquisition builds upon a long partnership and is an important milestone in CNH Industrial's digital transformation.

2022 CNH Industrial and Raven preview the Trident Combo Applicator with Raven Autonomy at the Farm Progress show. The integrated technology allows for improved efficiency to meet the ever challenging labor needs.

CNH Industrial's Tech day in 2022 saw the debut of its first liquefied Natural Gas tractor and previewed a path to electrification.

For more information on the robust history of CNH Industrial and its brands, please refer to the below following link. [CNH Industrial - Our History](#)

11	What are your company's expectations in the event of an award?	<p>When CNH Industrial is awarded the Sourcewell contract, we expect to continue to achieve an overall sales growth. Throughout the pandemic and component parts not reaching our plants in a timely manner, our dealers along with CNH field staff searched for products from other locations to satisfy customer needs. Even during this trying time, we still saw growth in our Sourcewell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard.</p> <p>We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcewell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. We are also going to target and engage with the government entities to get our Sourcewell contract adopted versus these entities having their own contract.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our Full Year Financials(*) reflect the success of the company's efforts across both our segments. Consolidated revenues were \$23.6 billion - up 21% from the previous year. Net income - \$2 billion - and earnings per share - \$1.49 - were the highest in our company's history. This solid growth is reflective of strong end markets and the sharp execution of our strategy.</p> <p>Find Attached: *2021 CNH Industrial Annual Report *2022 CNH Industrial Annual Report</p>	*
13	What is your US market share for the solutions that you are proposing?	CNH Industrial America US Market share in 2022 was 28%	*
14	What is your Canadian market share for the solutions that you are proposing?	CNH Industrial Canada Market share in 2022 was 15%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<p>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.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>CNH Industrial is the manufacturer of the equipment offered in this proposal. CNH Industrial has 1546 North American dealers that provide sales and service to our customers. Our dealers offer parts and service through the post-sales support. CNH Industrial imposes strict contract regulations and standards (Pinnacle) which we hold our dealers accountable for all interactions with our customers. This includes sales, service, parts, marketing and operations.</p>	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>CNH Industrial has a focus on quality products, sustainability, and human resources. CNH Industrial does not just hold itself to these standards, but also its suppliers. In 2021, the Company continued to pursue and maintain the certification of its plants' environmental management systems as per the ISO 14001 international standard. To date, every CNH Industrial manufacturing plant currently in operation and falling within the scope of application of the Sustainability Report is ISO 14001 certified (see pages 237-240).</p> <p>In addition to the systematic management of environmental aspects under normal operating conditions, the ISO 14001-certified environmental management system requires the adoption and regular verification of emergency plans and procedures, and related staff training. These procedures define roles, responsibilities, and responses when tackling anomalous and/or emergency situations, to protect both people and the environment.</p> <p>The environmental certification maintenance process entails a series of external third-party audits, carried out by accredited bodies, with annual monitoring and certification renewal every 3 years. Additionally, plants are required to perform an internal audit every year to verify the performance of their environmental management system; this is the case, for example, in North America and Europe, where such systems are regularly audited by teams of Environment, Health and Safety (EHS) representatives from the operational units, coordinated by specialists from the central EHS function.</p> <p>Individual health and safety targets were included in the performance and leadership management system (see page 31) of both plant managers and of most of the managers responsible for the projects indicated in the 2021 sustainability plan. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees.</p> <p>Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388 contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest.</p> <p>CNH Industrial also holds its suppliers to a high standard in regard to both human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information.</p>
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>CNH Industrial has not been suspended or debarred.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																												
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<table border="1"> <thead> <tr> <th>Organization</th> <th>Year</th> <th>Award</th> <th>Product</th> </tr> </thead> <tbody> <tr> <td>AE50</td> <td>2021</td> <td>Outstanding Innovation</td> <td>WD5 Series Self-Propelled Windrower Case IH</td> </tr> <tr> <td>AE50</td> <td>2021</td> <td>Outstanding Innovation</td> <td>CNHI Horizon Ultra Tractor Cab</td> </tr> <tr> <td>AE50</td> <td>2021</td> <td>Outstanding Innovation</td> <td>Case IH Patriot 50-Series Sprayers</td> </tr> <tr> <td>AE50</td> <td>2021</td> <td>Outstanding Innovation</td> <td>Case IH Fast Riser 6100 3 section front fold planter</td> </tr> <tr> <td>AE50</td> <td>2020</td> <td>Outstanding Innovation</td> <td>Sieve Pressure Visualization - Case IH</td> </tr> <tr> <td>AE50</td> <td>2020</td> <td>Outstanding Innovation</td> <td>LB436 HD Lg Sq Baler - Case IH</td> </tr> <tr> <td>AE50</td> <td>2020</td> <td>Outstanding Innovation</td> <td>NH Triple Clean Cleaning System</td> </tr> <tr> <td>AE50</td> <td>2020</td> <td>Outstanding Innovation</td> <td>Case IH MltiControl Armrest</td> </tr> <tr> <td>AE50</td> <td>2020</td> <td>Outstanding Innovation</td> <td>Case IH Fast Riser 6100 Front Fold Planter</td> </tr> <tr> <td>AE50</td> <td>2020</td> <td>Outstanding Innovation</td> <td>Case IH AFS Connect</td> </tr> </tbody> </table>	Organization	Year	Award	Product	AE50	2021	Outstanding Innovation	WD5 Series Self-Propelled Windrower Case IH	AE50	2021	Outstanding Innovation	CNHI Horizon Ultra Tractor Cab	AE50	2021	Outstanding Innovation	Case IH Patriot 50-Series Sprayers	AE50	2021	Outstanding Innovation	Case IH Fast Riser 6100 3 section front fold planter	AE50	2020	Outstanding Innovation	Sieve Pressure Visualization - Case IH	AE50	2020	Outstanding Innovation	LB436 HD Lg Sq Baler - Case IH	AE50	2020	Outstanding Innovation	NH Triple Clean Cleaning System	AE50	2020	Outstanding Innovation	Case IH MltiControl Armrest	AE50	2020	Outstanding Innovation	Case IH Fast Riser 6100 Front Fold Planter	AE50	2020	Outstanding Innovation	Case IH AFS Connect
Organization	Year	Award	Product																																											
AE50	2021	Outstanding Innovation	WD5 Series Self-Propelled Windrower Case IH																																											
AE50	2021	Outstanding Innovation	CNHI Horizon Ultra Tractor Cab																																											
AE50	2021	Outstanding Innovation	Case IH Patriot 50-Series Sprayers																																											
AE50	2021	Outstanding Innovation	Case IH Fast Riser 6100 3 section front fold planter																																											
AE50	2020	Outstanding Innovation	Sieve Pressure Visualization - Case IH																																											
AE50	2020	Outstanding Innovation	LB436 HD Lg Sq Baler - Case IH																																											
AE50	2020	Outstanding Innovation	NH Triple Clean Cleaning System																																											
AE50	2020	Outstanding Innovation	Case IH MltiControl Armrest																																											
AE50	2020	Outstanding Innovation	Case IH Fast Riser 6100 Front Fold Planter																																											
AE50	2020	Outstanding Innovation	Case IH AFS Connect																																											

		AE50 2020 Outstanding Innovation Big Baler 340 High Density - NH	
		AE50 2020 Outstanding Innovation 24-Row Air Pack System for Case IH Fertilizer Applicators and Air Carts	
		AE50 2019 Outstanding Innovation Precision Disk 500DS Case IH	
		AE50 2019 Outstanding Innovation AFS Soil Command Case IH	
		AE50 2019 Outstanding Innovation New Holland Intelligent Trailer Brake System	
		AE50 2019 Outstanding Innovation Axial- Flow 250 Series Combine	
		AE50 2019 Outstanding Innovation IntelliSense CNHI	
		AE50 2018 Outstanding Innovation CVX Drive	
		Steiger/Quadtrac Case IH	
		AE50 2018 Outstanding Innovation Custom Steer NH	
		AE50 2018 Outstanding Innovation Gaudian SP310F Front Boom NH	
		AE50 2018 Outstanding Innovation IntelliTurn Auto End of Row Turn System NH	
		AE50 2018 Outstanding Innovation Optispread Plus Residue Management NH	
		AE50 2018 Outstanding Innovation Dynamic Command Transmission NH	
		AE50 2018 Outstanding Innovation 2100 Series Split Row Lift System	*
		AE50 2018 Outstanding Innovation Nutri-Placer 930 HSLD Fertilizer Applicator Case IH1	
		AE50 2018 Outstanding Innovation Trident 5550 Liquid/Dry Combination Applicator Case IH	
		AE50 2017 Outstanding Innovation 4400 Series Corn Head Stralk Roll Spirals Case IH	
		AE50 2017 Outstanding Innovation New Holland CR/CX Combine Everest Leveling System	
		AE50 2017 Outstanding Innovation IntelliBale ISOBUS Class 3 Automation Round Baler NH	
		AE50 2017 Outstanding Innovation SmartTrax Flex Technology CX/CR Combines NH	
		AE50 2017 Outstanding Innovation T7 Enhanced Engine Brake NH	
		AE50 2017 Outstanding Innovation Aux. Alternator Automation Early Riser Planters Case IH	
		AE50 2017 Outstanding Innovation Extended Wear Rotor Axial Flow Combines Case IH	
		AE50 2017 Outstanding Innovation Rowtrac Carrier System Early Riser Planters Case IH	
		AE50 2017 Outstanding Innovation Tiger-Mate 255 Field Cultivator Case IH	
		https://tractoroftheyear.org/	
		Tractor Of the Year Award 2023 Best of Specialized New Holland T4.120F	
		Tractor Of the Year Award 2022 Sustainable Toty New Holland T6.180 Methane Power	
		Tractor Of the Year Award 2020 Sustainable Toty New Holland Methane Power	
		Tractor Of the Year Award 2020 Best of Specialized New Holland T4.110N	
		Tractor Of the Year Award 2019 Tractor Of the Year Maxxum 145 Active Drive 8	
		Tractor Of the Year Award 2019 Best Design Maxxum 145 Active Drive 8	
		http://ifw-expo.de/exhib/ciame-2019/	
		CIAME 2018 Most Influential Brand NA	
		CIAME 2017 Most Influential Brand NA	
		https://www.wisbusiness.com/2018/cnh-industrial-achieves-wisconsin-green-masters-level-status/	
		Wisconsin Sustainability Award 2018 Green Master Wisconsin Plant	
		Wisconsin Sustainability Award 2020 Green Master Wisconsin Plant	
		Wisconsin Sustainability Award 2021 Green Master Wisconsin Plant	
		Wisconsin Sustainability Award 2022 Green Master Wisconsin Plant	
		Wisconsin Sustainability Award 2023 Green Master Wisconsin Plant	
20	What percentage of your sales are to the governmental sector in the past three years	CNH Industrial government US & Canada sales combined over three years are: 2022 25% 2021 24% 2020 22%	*

21	What percentage of your sales are to the education sector in the past three years	CNH Industrial America brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government above.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Holland Contracts</p> <p>NH Sourcewell Contract</p> <p>2022 \$8.3 M</p> <p>2021 \$5.1 M</p> <p>2020 \$4.8 M</p> <p>NH Michigan Contract</p> <p>2022 < \$50,000</p> <p>2021 < \$80,000</p> <p>2020 < \$200,000</p> <p>NH Ohio Contract</p> <p>2022 < \$340,000</p> <p>2021 < \$510,000</p> <p>2020 < \$520,000</p> <p>NH North Carolina Contract</p> <p>2022 < \$50,000</p> <p>2021 < \$50,000</p> <p>2020 < \$50,000</p> <p>NH South Carolina Contract</p> <p>2022 < \$190,000</p> <p>2021 < \$250,000</p> <p>2020 < \$60,000</p> <p>NH Pennsylvania Contract</p> <p>2022 < \$365,000</p> <p>2021 < \$61,000</p> <p>2020 < \$470,000</p> <p>BuyBoard-AG</p> <p>2020 \$350,000</p> <p>2021 \$365,000</p> <p>2022 \$455,000</p> <p>HGAC-AG</p> <p>2020 \$-</p> <p>2021 \$-</p> <p>2022 \$-</p> <p>NH FL State Contract</p> <p>2020 \$20,000</p> <p>2021 \$250,000</p> <p>2022 \$25,000</p> <p>NH GA State Contract</p> <p>2020 \$-</p> <p>2021 \$55,000</p> <p>2022 \$30,000</p> <p>NH LA State Contract</p> <p>2020 \$250,000</p> <p>2021 \$850,000</p> <p>2022 \$3,000,000</p> <p>NH MS State Contract</p> <p>2020 \$700,000</p> <p>2021 \$1,000,000</p> <p>2022 \$1,400,000</p> <p>NH OK State Contract</p> <p>2020 \$65,000</p> <p>2021 \$400,000</p> <p>2022 \$100,000</p> <p>NH NVP-AG</p> <p>2020 \$465,000</p> <p>2021 \$760,000</p> <p>2022 \$210,000</p> <p>Case IH Contracts</p> <p>Case IH Sourcewell</p>	*

		2022 \$22.4 M 2021 \$21.2 M 2020 \$13.6 M Case IH Missouri DOT 2022 \$321,000 2021 \$950,000 2020 \$0 Case IH Minnesota DOT 2022 \$171,000 2021 \$953,000 2020 \$1.1M Case IH South Carolina DOT 2022 \$0 2021 \$312,000 2020 \$0	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Case IH GSA 2022 \$2.6 M 2021 \$3.9 M 2020 \$3.9 M	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Erie Water Works	Ann Whipple	814-870-8016	*
Central Procurement-Enterprise Sourcing - MI	Yvon Dufour	517-249-0455	*
LA Department of Transportation & Development Section 42 - Equipment	Jarrett Lambert, P.E.	225-935-0248	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Louisiana DOT	Government	Louisiana - LA	Mowing and other DOT related activities	27	\$1,970,000	*
Ministry of Highways	Government	SK - Saskatchewan	Mowing and other DOT related activities	31	\$5,130,000	*
Rural Municipalities	Government	SK - Saskatchewan	Mowing and other DOT related activities	19	\$4,018,000	*
Town of Ocean City	Government	Maryland - MD	Beach Cleaning	16	\$5,319,000	*
ND DOT	Government	North Dakota - ND	Mowing and other DOT related activities	28	\$3,871,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>CNH Industrial field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user.</p> <p>The New Holland Agriculture Field Sales team is comprised of 1 Senior Sales Director, 5 Region Sales Directors, 41 Territory Business Managers, 5 Business Sales Specialists, 6 Dealer Development Managers, 8 Regional Product Specialists and 20 Technical and Specialty Field Managers.</p> <p>Case IH Agriculture is made up of 1 Senior Sales Director, 5 Regional Sales Directors, 5 National Account Managers, 49 Territory Sales Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 35 Product Specialists and 10 Specialty Sales Managers.</p> <p>Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.</p>	*
27	Dealer network or other distribution methods.	<p>Case IH and New Holland Agriculture has a dedicated dealer network comprised of 1546 locations strategically placed across North America. Each one of these locations is fully dedicated and trained to sell and support Case IH and New Holland Agriculture products covered in this RFP.</p> <p>Our independent Dealer network is primarily located in rural North American communities. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards, and non-profit organization, such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage and train the CNHi dealer network from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently.</p> <p>CNH Industrial supports our authorized dealer networks with 79 professional Field Service Managers.</p> <p>Each CNH Industrial dealership is staffed with parts and service personnel trained to support the products in their sales area of responsibility. The CNHi dealer network supports the continental United States, Hawaii, Alaska and Canada. Dealer service personnel are factory trained as well as have access to "ASIST", a technical database that helps technicians quickly diagnosis product failures through the experience of the CNHi technical advisors and fellow dealers. All core CNHi products are further supported by the Customer Care contact phone numbers Case IH 1- 877-422-7344, New Holland Agriculture 1-888-365-6423.</p>	*
28	Service force.	<p>CNH Industrial field service force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Service Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user.</p> <p>The New Holland Agriculture Field Service team is comprised of 1 Director of Field Service and Parts, 5 Regional Managers, 31 Service Managers, and 4 Service Connect.</p> <p>Case IH is made up of 1 Director of Field Service and Parts, 5 Regional Managers, 48 Field Service Manager and 2 Service Connect.</p> <p>Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>CNH Industrial ordering process will be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eEquipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eEquipment to see when the product will be scheduled and when it will be shipping.</p>	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service begins with our strong parts and service depots networks. Worldwide we have 29 parts and service depots that support our customers. The parts and service depots are strategically located for optimum logistical support. Our dealers are held to high standards through our Pinnacle parts and service program. CNH Industrial with the help of an outside company constantly monitors fill rates of parts throughout our network, benchmarking 96.6% fill as a KPI (Key Performance Indicator). If a part becomes unavailable in a reasonable time frame other resources are deployed. One resource is BDA (Break Down Assistance). When triggered, BDA escalates the part needed to an "emergency" status. This part can now be delivered from any non North American depot. Loaners can also be provided to customers. This ensures that even if the part is overseas and the time to fix the unit is not satisfactory, the customer will have uninterrupted uptime.</p> <p>CNH Industrial is at the initial stages of additive manufacturing (3D Printing). We have printers at our engineering lab and low volume manufacturing facility in NAFTA. Our plans include printing on demand closer to our depots to be on the leading edge of technology and deliver best in class experiences for our customer base.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>CNH Industrial has been selling and servicing members in the United States through our Sourcwell contract over 12 years. We offer a full array of Agriculture products and services through our network of local dealers. We have partnered with Government Solutions Team (GST) to train our dealer network along with our Territory Sales Managers.</p> <p>GST is dedicated to its mission of delivering comprehensive education and support to CNH dealers and their government customers on the advantages of using Sourcwell. GST's staff undergoes extensive training on Sourcwell, guaranteeing the provision of precise and current information. They are committed to being readily available at all times, empowering CNH dealers to boost sales through the utilization of Sourcwell.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>CNH Industrial has been selling and servicing members in Canada through our Sourcwell contract for over 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Agriculture products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcwell and Canoe Procurement Group and Government Solutions Team (GST), we are expanding our marketing and training efforts and dealer presence throughout Canada.</p> <p>GST is dedicated to its mission of delivering comprehensive education and support to CNH dealers and their government customers on the advantages of using Canoe. GST's staff undergoes extensive training on Canoe, guaranteeing the provision of precise and current information. They are committed to being readily available at all times, empowering CNH dealers to boost sales through the utilization of Canoe.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will be serving all locations throughout the United States and Canada.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will be serving all Sourcwell and Canoe Procurement Group of Canada members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation used for offshore transactions, Alaska, and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We promote Sourcewell to our sales team and dealer network to our customers. Our sales teams attend regional training, webinars or in-person training. Our dealers will be trained by CNH Industrial government sales managers or their Territory Sales Manager through onsite training, webinars or phone calls.</p> <p>We have partnered with Government Solutions Team GST that will conduct Sourcewell training for our dealers. Their training varies on the requests of the dealers. Training can be done in-person, phone call, or webinars. GST provides a variety of touch points with our dealers such as a weekly text message on government topics. The training GST provides our dealers is not once and done, they do a basic training then offer additional trainings on how to sell and not to take no for an answer, etc.</p> <p>We work with both Sourcewell and Canoe to provide marketing material to our dealers and GST is working on a dealer infographic that provides key information regarding Sourcewell's contract that will help dealers sell to their customer.</p> <p>New Holland AG has a government website www.newhollandgovsales.com that provides information on state, local, federal, cooperative and non-profit contracts. Sourcewell information can be found there. New Holland Ag also provide a Government Fleet Brochure. New Holland Ag also list information on our Dealer's portal regarding the Sourcewell contract.</p> <p>Case IH also has a government website www.caseih.com/en-us/unitedstates/company/government-business which provides details regarding Sourcewell. The dealers will have access to government business fleet sales brochure through their dealer portal.</p> <p>Fleet Brochure and Picture of Dealer Portal uploaded for your review</p>	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CNH Industrial incorporates several uses of technology, digital data, social media and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has dedicated websites for both New Holland and Case IH products and services. These websites allow prospects to build equipment to their specifications, locate dealers and have direct contact information to each brand's government representative. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers and the community. These media platforms help keep our brands at the top of the minds of our prospects, current customers and the community.</p> <p>CNH Industrial also utilizes data from Association of Equipment Manufacturers (AEM) on governmental and non-profit sales. This data provides sales activities and allows the company to pinpoint high-density sales areas. The data also allows us to understand our effectiveness in the marketplace in comparison to our top competitors. By analyzing this data, we can shift strategies and continue to focus where we are successful.</p> <p>Another source of data acquisition is from our government bid services. The company invests in these services to gain a competitive advantage and to help us direct opportunities to the Sourcewell contract. The services allow us to see the members' future requirements, prior to the requirement hitting the street. By understanding the member's needs, our dealer network can reach out and build relationships and offer the Sourcewell contract as a solution to fulfilling the members' bid process.</p> <p>Finally, we conduct training and post videos online to reach a maximum audience within our network to keep our teams "in the know" as quickly as possible. Our first measure of offense is to get information out quickly in order that the members always have the most current information. GST along with our Government Sales Managers work with our teams daily through these trainings, videos and emails to help them understand their market and the opportunities that exist.</p>	*

38	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?	<p>CNH expects Sourcewell to promote the contract by allowing members to easily locate our contract through the landing pages on the Sourcewell website, through publications, social media, digital media, shows and events. We would also like to see Sourcewell's continued involvement in more state adoptions of the contract in the US and Association adoptions in Canada. Promoting the contract through the GTKU's and Universities, we have realized, is an excellent value Sourcewell provides to the promotion and education efforts. Being able to utilize the contract manager for trainings is of great value as well. Communicating how the contracts are being adopted and by whom is another important role Sourcewell can provide. The annual H2O conference is an excellent networking opportunity for the vendor teams to come together and share lessons learned, wins and best practices and we hope those continue. Our expectation of Sourcewell when members inquire directly is to take the opportunity to thank them and appreciate them and the needs they have, answer any questions the contract manager can answer and provide our contact information to the member. We would like our Supplier Development Specialist to follow up with an email or call to us on who called, their contact information and what they needed. This allows us to continue the sales process by reaching out to them as this will show the member, they have a team with Sourcewell and CNHi in which they can count on for solutions.</p> <p>We plan to integrate the contract in our renewed training efforts with our North American CNHi and dealer sales teams. We will plan time to discuss our Sourcewell contract at sectional and regional CNHi dealer and sales meetings. Our focus is going to be on education, training and more marketing material given out to customers as well as we plan to be more visible to the members in this market segment, government, education and non-profits. We are placing a focus on our business in Canada and working with an industry leader on government mowing attachments which will give us additional products in this market area. We believe we are fully integrated within our ordering process as we have written processes on how to place Sourcewell orders through our dealer and CNHi systems which will be included in the training of the teams.</p>
39	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.	<p>Not at this time. Our contract is awarded through our dealer level and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>CNH Industrial holds product training and customer experience events throughout the year. Any dealer, current customer or potential customer can attend these events. At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. If additional training is needed, it can be purchased through the local dealership.</p>

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	<p>Our acquisition of Raven, a leader in precision agriculture technology, has accelerated this transformation. For example, our autonomous spreader, launched in fall 2022, fertilizes fields under its own control, and our autonomous grain cart technology, launched in fall 2021, enables a combine harvester to call, and control, the tractor and trailer into which it unloads grain, and keep them perfectly in sync as it travels along the field. These technologies bring farmers greater yields while using less resources – including pesticides – and they save time, effort and money.</p> <p>Alongside our advancements in precision agriculture, CNH Industrial remains at the forefront of innovation in alternative sources of power. We were the first manufacturer to offer 100% biodiesel compatibility on all agricultural products in 2007, the first to develop a hydrogen prototype tractor in 2009, and the first to commercialize a methane powered tractor in 2021. These compressed methane tractors are helping farmers farm efficiently and sustainably. As biomethane can be generated on the farm from waste the farm produces – such as animal or crop residue – farmers can use it to make their own fuel, rather than purchasing it on the open market. And this process also generates additional savings since it produces 100% natural and free fertilizer as a direct by-product.</p> <p>Our latest innovation in this space is our introduction of the first tractor prototype that runs purely on liquefied methane– the New Holland T7 Methane Power LNG. When methane is liquified, more fuel can be stored in the same space, enabling tractors to work for longer in the fields. When fueled by methane produced from slurry, the T7 tractor has a negative carbon footprint in the operation phase because its energy source is a ‘pollutant’ that would otherwise have gone into the atmosphere.</p> <p>New Holland has produced the world's first 100% methane powered T6 tractor which is available to order in 2023. The torque and power are the same levels as its diesel equivalent plus you will benefit from up to 30% lower running costs. Producing 98% less particulate matter, reducing CO2 emissions by 11% and overall emissions by 80%, when using biomethane near-zero CO2 emissions are achievable.</p> <p>This is just a few ways we are proving that sustainability enables more effective and profitable performance for our customers. We are passionate about sustainable innovation not just in agriculture, but also in construction equipment, where we recently launched our first full-electric mini excavator through our Sampierana construction business.</p>
----	---	---

42	Describe any industry-specific quality management system certifications obtained by your organization.	<p>CNH Industrial certificate of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 31 manufacturing plants worldwide, accounting for 23,606 employees.</p> <p>As of December 31, 2022, 30 CNH Industrial plants were ISO 9001 certified. To achieve its quality standards, CNH Industrial devised a robust supply chain management process to ensure the procurement of quality components, which are essential for the production of equipment that meets the high standards demanded by customers.</p> <p>In 2022, the Company continued to pursue and maintain the certification of its plants' environmental management systems as per the ISO 14001 international standard. To date, every CNH Industrial manufacturing plant currently in operation and falling within the scope of application of the Sustainability Report is ISO 14001 certified.</p> <p>In addition to the systematic management of environmental aspects under normal operating conditions, the ISO 14001-certified environmental management system requires the adoption and regular verification of emergency plans and procedures, and related staff training. These procedures define roles, responsibilities, and responses when tackling anomalous and/or emergency situations, to protect both people and the environment.</p> <p>The impact on water resources is an integral part of each plant's environmental assessment, as required by the ISO 14001 standard; for this reason, all 31 ISO 14001-certified plants have a water management plan in place.</p> <p>By the end of the 2022 certification period, CNH Industrial had maintained the certification of its 30 plants according to the ISO 50001:2018 standard, representing 100% of the Company's Operations energy consumption.</p> <p>The main advantage of ISO 50001 certification is the systematic approach it provides to continuous improvement in energy performance: a more efficient and rational use of energy translates into economic benefits and fewer greenhouse gas emissions (GHG). Voluntary compliance with the ISO 50001 standard reflects CNH Industrial's determination to manage its business sustainably, as recognized globally by its inclusion in the Dow Jones Sustainability Index as Industry Leader and by its presence in the A-list of the CDP Climate Change program.</p> <p>In 2022, the reporting and monitoring of GHG emissions and energy consumption continued through voluntary compliance with the Corporate Accounting and Reporting Standard of the WBCSD9 and WRI10 (GHG Protocol) and with ISO 14064 standards, covering 100% of CNH Industrial's energy consumption.</p> <p>In 2022, CNH Industrial reported a total energy consumption¹² of 3,771 TJ, an increase of approximately 6.7% over the previous year due to an increase in production of 13.6%. CNH Industrial's energy performance, measured as the Company's total internal energy consumption divided by total manufacturing hours, improved by approximately 4.4%. This outcome was the result of the successful ISO 50001 energy management system adopted by the Company, as well as of the energy efficiency projects realized.</p> <p>For more information about industry specific quality management system please read our Sustainability 2022 report.</p>
----	--	---

<p>43</p>	<p>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.</p>	<p>In addition to the technological advances listed in section #41, CNH Industrial employees take into consideration the environment, people, and the local communities in which they operate when performing their daily business activities. CNH Industrial’s business partners are encouraged to follow the same approach.</p> <p>CNH Industrial identified 4 sustainability priorities derived by grouping the material topics by theme to facilitate and simplify the interpretation of stakeholders’ expectations and make the Materiality Matrix a truly effective business tool. These 4 sustainability priorities are: carbon footprint, to reduce the emissions generated by plants, logistics, and products; occupational safety, to minimize the risk of injury in the workplace through effective preventive and protective measures; life cycle thinking, to use resources fully and for as long as possible through a circular product life cycle approach; and people engagement, to actively involve employees, suppliers, and local communities alike. The sustainability priorities are further driven by the aspirational goals, seen as an objective to strive for over the long-term. In order to achieve them, senior management included 11 challenging targets for year-end 2024 in the Company’s Strategic Business Plan, to further underscore CNH Industrial’s commitment to sustainability.</p> <p>CNH Industrial was included in the 2023 S&P Global Sustainability Yearbook with the highest score in the Machinery and Electrical Equipment Industry and placed in the top 1% of over 7,800 companies assessed. Furthermore, CNH Industrial was included in the A List of the CDP Climate Change program, received an MSCI ESG Rating of AAA, was awarded ISS ESG Prime status, and was a responder to the 2022 Workforce Disclosure Initiative (WDI). We were proud to see our sustainability efforts receive further acknowledgment in 2021. We were included in the Dow Jones Sustainability Indices (DJSI) World and Europe for the 11th consecutive year with the top score in our industry. Both the CDP Climate Change and Water Security programs also included us in their A-lists in recognition of our commitment to mitigating and cutting greenhouse gas emissions along our value chain and to protecting water security.</p> <p>Our focus is on reducing the total emissions our products generate during their operational lifetime, as this is how we can make the biggest reduction in our CO2 footprint. We are also curbing our operational emissions through investments in energy efficiency and solar power, which have increased our operations’ use of renewable electricity to 60%. Our plants also increased their recovery of waste (materials, water, energy) to 96.5% at a global level, through efforts such as our painting processes now reusing over 50% of their water. In addition, we continued to make progress on our goal to design all new products according to sustainable criteria by 2024. Set by our internal Eco-Design working group, these criteria include product development and manufacturing processes, material validation, and manufacturing processes, among many others. We are also committed to ensuring that 90% of each fully produced machine can be recycled by 2030.</p> <p>More information can be found in our Sustainability reports or visit https://www1.cnhindustrial.com/en-us/sustainability/our_approach_to_sustainability/Pages/default.aspx</p>
<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>In addition to the green initiatives listed in section #43, CNH Industrial continues to support conservation efforts with third parties. For a decade, the company has supported the National Association of Conservation Districts (NACD). CNH Industrial one of the largest donors to the NACD and one of the primary sponsors of their annual meetings. The NACD and CNH Industrial’s partnership ensures education and activities focus on the sustainability of agriculture through the stewardship for the land and the protection of its quality soil and water, al needed to secure the resources to feed a growing world population with safe food sources. New Holland Construction and Case Construction covers all products, parts and labor. https://www.nacdn.net/news-and-events/annual-meeting/2023-annual-meeting-speakers/</p> <p>All CNH Industrial engines comply with U.S. EPA (EPA emission standards part 1039) and Canadian regulations.</p>

45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises. Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website www.monroetractor.com Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. https://yukoneq.com/about-us/	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	New Holland Agriculture and Case IH covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in the brand's Warranty Statements. Please see Warranty attachment.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The warranty term, time period and usage limits vary by product please see the Warranty Limitations of Liability forms attached for both brands.	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, this proposal does not cover technician travel time or mileage for warranty repairs. The member and the dealer may work out other arrangements outside of this proposal.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. Authorized CNH Industrial equipment dealers warranty repair centers are available in all geographic regions of the U.S. and Canada. Sourcewell members will work with their local dealer for warranty repairs.	*
51	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?	All CNH Industrial branded equipment (New Holland/Case IH) are warrantied by CNH Industrial. Any attachment/accessories not branded CNH Industrial (New Holland/Case IH) will be warrantied according to the original equipment manufacturer according to their policies.	*
52	What are your proposed exchange and return programs and policies?	CNH Industrial's responsibilities include, but are not limited to: <ul style="list-style-type: none"> • Deliver a unit that is free of defects in material and workmanship • Reimbursement costs for repairs that are the result of defects in material and workmanship • Provide warranty payment to dealers per policy in a timely manner • Provide service information to dealers via the Technical Help Desk (THD) and eTIM • Identify product deficiencies and corrective action by Product Improvement Programs • Make determinations of premature wear • Provide operators manuals • Deliver a "work-ready" product, but not application ready (roll-on / roll-off product) <p>If for any reason defects/failures arise, CNH Industrial will take corrective actions under the warranty policy. Returns/Exchanges are not allowed.</p>	*

53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	<p>We offer Purchased Protection Plans (PPP) on specific components provided to the customer.</p> <p>Extended Warranty is an extension of the base warranty coverage on specific components provided to the customer at no additional cost. Each of the above warranties vary in hours/term length by product. Please see attached "warranty" file for a complete list of equipment coverage.</p> <p>Purchased Protection Plan (PPP) is available for purchase through CNH Industrial Capital. PPP provides coverage beyond the manufacturer's base warranty period for new and/or used equipment. The duration and type of PPP warranty will depend on the purchased coverage. If the plan lists a month / year limit and a machine hour limit, the plan expires when the first of those limits is reached. PPP purchased during the manufacturer's base warranty period.</p> <ul style="list-style-type: none"> • PPP period (duration and/or hour limit) includes the manufacturer's base warranty period. • PPP coverage begins upon the expiration of the manufacturer's base warranty period. <p>Case IH provides Max Maintain which is key to maximizing your equipment's performance, lifespan and value. Max Maintain provides the proper combination of maintenance support to provide you the ultimate control and visibility over your equipment's maintenance needs and cost.</p> <ul style="list-style-type: none"> • Lock-in maintenance costs for better budgeting • Maintenance options suited for your exact equipment and operation needs • Proactive maintenance schedules to provide operational uptime. • Maintenance performed by certified Case IH technicians using genuine parts, lubricants, and approved service techniques. <p>See an example of PPP & Max Maintain form in the attachments.</p>	*
----	--	---	---

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Payment terms are 30 days after receipt of invoice. Payment methods are at dealer's discretion, but most would accept cash, ACH, Check and P-Card.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	CNH Industrial Capital America LLC provides financing and leasing solutions to our members. Our members should contact their local CNH brand agricultural dealer to see what options are available.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CNH Industrial will provide to our dealers and publish on our Dealer Portal a matrix that will explain the contract period, products awarded, and discounts off of list price so they can provide adequate quotes to our members. A copy of the matrix will be uploaded for your reference.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card acceptance will be at the dealer's discretion.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
58	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. Upload your pricing materials (if applicable) in the document upload section of your response.	Each of our products will be discounted off standard list price. Please see the attached customer discount matrix. Freight for Sourcewell members is FOB CNH Industrial North America plant or import distribution point. Total final price will include discount off of list with freight, setup, surcharge and any other additional costs associated with the final sale.
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNHI will be providing a discount off of list which will range from 18% to 35%.
60	Describe any quantity or volume discounts or rebate programs that you offer.	We do not offer additional discounts, but our local dealers are authorized to provide additional discounts at their discretion.
61	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.	The "sourced" products or related services will be priced at "open market". Dealers will provide a quote for these items and at their discretion may provide additional discounts.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealers may include the following as additional costs with each transaction: -Set-up/pre-delivery inspection -Surcharges if applicable -additional manuals -freight -training
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	CNH Industrial often will subsidizes the FOB to remain competitive in the marketplace. The additional costs could be freight both from manufacturing facilities, distribution points, or transfers from another dealer's inventory.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii and Canada shipping and delivery expenses will be calculated from offshore delivery.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers are allowed to pick up the equipment from the manufacturing/distribution points. This would lower the cost of transaction.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the Sourcewell buyer.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Market Share is important to our business. AEM reports are run each month. This report helps us to determine if our government sales are growing. We are also looking at our year over year and quarter-over-quarter results in sales volume dollars. Our goal is to continue growth, increase Sourcewell sales and also show us targeted growth vs that of last year's quarter. The percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow the Sourcewell contract. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars.
69	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 the RFP and template Contract for additional details.)	CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>New Holland Agriculture Equipment:</p> <p>Compact Tractors offers roomy, no-clutter operating platforms and cabs provide a direct and safe path to the seat. Natural placement of controls and pedals. They are perfectly positioned for easy access, comfort and simple operation. Unmatched visibility. New Holland puts visibility first and our distinctive sloped hood gives you an unobstructed view. Clean, fuel-efficient power. New Holland, the Clean Energy Leader, helps reduce your carbon footprint with engines that meet strict Tier 4 Final emissions standards, while providing increased power and fuel efficiency. Simple maintenance. You can check engine oil without raising the hood, but when you want to lift the hood, it opens easily in one piece. No cumbersome panels or grills to deal with and no need to remove the loader, if you have one.</p> <p>WORKMASTER™ compact tractors feature the same sturdy buckle-up driveline design found on New Holland agricultural tractors. The powerful, fuel-efficient 3-cylinder diesel engine helps you tackle your toughest tasks. EASY ON AND OFF. The roomy operating platform gives you an open path to the seat, which is padded for maximum comfort. The clutter-free design allows for a clear, unobstructed view. VERSATILE TRANSMISSION Choose between a 12 x 12 synchronized shuttle or a hydrostatic transmission for your WORKMASTER compact tractor.</p> <p>PowerStar™ models pack power to effortlessly tackle your jobs. Along with efficient engines and a 12x12 transmission with a power shuttle, you'll choose between a 2WD or 4WD front axle and an ergonomic cab or ROPS platform. Common rail fuel injection enhances combustion and reduces fuel consumption. These engines also provide more power, torque, and efficiency compared to previous Tier 4A engines and come with an industry-leading 600-hour service interval for less downtime. All models feature a 4-cylinder Tier 4B FPT engine. Unlike some competitors, no diesel particulate filter (DPF) is used, and no regeneration is required.</p> <p>T4V Vineyard tractors are now available with Level 4 protection from dust, aerosols and vapors. With a width as narrow as 43.1 inches (depending on tire size), the T4V tractor fits in the tightest rows. You get clean power from engines that are Tier 4A emissions-certified and range from 65 to 93 PTO horsepower. New Holland is the world's leading supplier of narrow tractors, so you know you are getting the advantages of the very best.</p>

T4F Fruit tractors are now available with Level 4 protection from dust, aerosols and vapors. The T4F Series continues the legacy of being the most stable, narrow platform for tough applications. Powerful, 207-cubic-inch, four-cylinder engines are Tier 4A emissions compliant to reduce emissions.

T3F Fruit compact specialty tractors pack 40 to 60 PTO horsepower in a heavy-duty, 5,000-pound design without sacrificing maneuverability or agility. With a narrow frame and a low, overall height of only 54 inches to the top of the steering wheel, T3F tractors navigate easily in between precious crops as well as under low branches and overhangs. T3F tractors are ideal for powering rotary cutters and small sprayers in large operations. They are also a prime choice for small orchards, hop yards, vineyards, nut groves, blueberry farms, poultry houses and any operation where you need a compact utility tractor.

TK4 track crawler machines can easily work with even bigger and heavier front implements thanks to the heavier, stronger front axle casting that permits the application of up to 1,100 lbs (500kg) of front ballast (TK4.100M only). With four models from 65 to 86 PTO horsepower – two Specialty ROPS models and two Open Field machines with ROPS or heated and air-conditioned cab. Built for stability and traction, the all-terrain TK4 tractors are perfectly designed to climb the hills and mountains of fruit orchards, vineyards and nut groves.

T5s with a Dynamic Command or Auto Command transmission benefit from the spacious Horizon™ cab and high-visibility roof panel, while T5s equipped with an Electro Command or Dual Command transmission feature the incredible visibility and comfort of the VisionView™ cab. For open-air comfort, a flat-deck ROPS platform is available with the Dual Command transmission. Ranging from 73 to 110 PTO horsepower, the T5 Series is equipped for numerous roles in your operation. Three frame sizes and four transmission options partner with industry-leading ergonomics and efficient emissions solutions for unmatched versatility. Choose from the 24x24 Dual Command™ Hi-Lo transmission, the 16x16 Electro Command™ semi-powershift transmission, the 24x24 Dynamic Command™ 8-step semi-powershift, or the Auto Command™ CVT. Durable, fuel-efficient 4-cylinder engines help reduce your fuel bills and reduce emissions using the latest emission technology from FPT Industrial.

TS6 Series II tractors are affordable, big on power and efficiency, loaded with comfort. Tier 4B engines provide more horsepower and torque than previous models while reducing emissions and fuel use. Both the VisionView™ cab and open, flat-deck platform give you plenty of room and operating ease.

The T6 Series offers five models ranging from 95 to 126 PTO horsepower are ready to boost your productivity in a wide array of applications including loader work, haymaking, row cropping, and roadside mowing. ECOBlue™ Hi-eSCR 2 engine technology provides Stage V emissions compliance and greater fluid efficiency for 25% longer service intervals. Tractor offers 2WD or FWD front axle, and three efficient transmission choices.

T7 models range from 150 to 300 engine horsepower, and all boast New Holland's cutting-edge and award-winning ECOBlue™ Hi-eSCR 2 engine technology that optimizes torque, power and efficiency. Innovative New Holland technology options such as IntelliSteer™ auto guidance, MyPLM™ Connect and IntelliCruise™ tractor/baler automation help maximize your profits. Best-in-class lighting packages, upgraded seat options, Comfort Ride™ cab suspension and innovative easy-to-use controls improve operator comfort and productivity. The T7 Series line-up provides a choice of engine power, hydraulic options and transmission choices for every application.

GENESIS® T8 Series with PLM Intelligence™ has five models from 250 to 396 rated horsepower with an enormous 40% torque rise plus up to an additional 71 boosted horsepower from the Engine Power Management system, all combined with a 600 hour service interval to keep your operating running and profitable. The new IntelliView™ 12 display and Sidewinder™ Ultra armrest is second to none! We built your control package around the revolutionary idea that customer adjustments should come standard to increase your operator efficiency. Reduce downtime and keep operators in the field with added connectivity and support features. With remote viewing capabilities, you can access the in-cab IntelliView™ 12 display to help identify problems and gain deeper insight.

T9 models range from 425 to 682 max hp, with traditional Ultra Command™ full powershift transmission or the Auto Command™ CVT, in wheeled models or SmartTrax™ designs. The IntelliView™ 12 display and Sidewinder™ Ultra armrest is second to none! We built your control package around the revolutionary idea that customer adjustments should come standard to increase your operator efficiency. Redesigned cab and controls, including the most functional and customizable armrest

and display. Reduce downtime and keep operators in the field with added connectivity and support features. With remote viewing capabilities, you can access the in-cab IntelliView™ 12 display to help identify problems and gain deeper insight.

TH Series Telehandlers Lift heavy loads with a TH7.42 PLUS or ELITE or stack bales to the rafters with the long reach of a TH9.35 PLUS. Turn tight with four-wheel steer mode or utilize front-wheel and crab steer modes for additional flexibility. The 360° Vision Cab offers easy entry and exit, superior comfort and visibility, and convenient controls. The boom and frame are more robust and durable thanks to state-of-the-art manufacturing techniques and thick steel components.

Deluxe Compact Loaders have the curved -boom design lines up with the sleek hood of the Boomer tractor to give you a clear view for a safe operation. The mid-mount design makes hookup easy and allows for complete turning regardless of tire size. The New Holland loader provides greater rollback so that the bucket fills more completely, and a greater dump angle ensures clean dumping.

The LA Series curved boom, low cross tube and chamfered loader arm provide you with clear sightlines to operate in close quarters. Increased bucket crowd angles at lower operational heights means less spilling and you can fit more material in the bucket. High-capacity hydraulic components, wide loader beam construction, state-of-the-art welding and cast, and forged components provide superior strength and durability. New Holland's Soft Ride system provides an uncompromisingly smooth ride, responding quickly to bumps in the road, field or job site.

New Holland attachments such as backhoes, snowblowers, blades, finish mowers, landscape rakes just to name a few are the perfect way to increase the productivity of your New Holland tractor.

New Holland offers a full line of Conventional and Commercial Hay products from SP Windrowers, balers, mowers, spreaders, Forage Harvesters, and everything in between. Our complete line of haytools offers what you need for high quality hay.

New Holland offers the record-breaking capacity and quality of these combines and headers with complete package in grain harvesting.

New Holland's accuracy matters when planting, and our line of tillage and seeding equipment achieves this goal with higher efficiency.

With high crop clearance and a front boom, these sprayers have reduced drift and unmatched visibility.

New Holland is also providing our Agriculture Construction equipment for our Agriculture dealers to sell to their members. The units available on this contract will be the Skid Steer Loader and Compact Track Loader.

Case IH Equipment

Compact Tractors

Case IH Farmall compact A series tractors are rugged, reliable machines ready to tackle tough chores. With many standard features and numerous available options, these tractors are easy to operate, allowing you to complete those everyday chores without hassle.

Case IH Farmall compact C deluxe series tractors are popular because of their size, maneuverability and physical capabilities. From moving mulch with a loader to blowing snow or digging with a backhoe, they are built tough and with plenty of power to get the job done.

Small Utility

Farmall Small Utility A Series

Delivering value to your operation, Farmall® small utility A series tractors come with the standard features you expect—from durable, efficient engines and transmissions to a comfortable operator's area. Reliable and efficient, Farmall small utility A series tractors come in a wide range of models and configurations to tackle any task on small farms, large rural properties, livestock operations, and commercial or municipal work.

Farmall Small Utility C Series

Advanced features and functionality make Case IH Farmall® small utility C series tractors the ideal option when you need a versatile tractor that's at home in the hayfield as in the cattle pen. These tractors are hard-working, heavy-duty, deluxe tractors with flexible options to handle any application. These deluxe utility tractors feature full power, full comfort and full features and are ideal for demanding livestock

duties, larger hay operations and heavy loader work.

Medium Utility

Farmall Medium Utility A Series

Delivering value to your operation with the standard equipment you need to get the job done, Farmall® medium utility A series tractors are durable, feature-loaded and economical. Featuring more horsepower, Farmall® medium utility A series tractors accomplish the most demanding tasks on any operation. Greater durability, more features and ultra-comfortable cab options make these models a perfect fit for livestock operations, mixed farms and specialty operations like poultry farms, orchards and vineyards.

Farmall Medium Utility C Series

Hard-working and heavy-duty, Farmall® medium utility C series tractors are available with options to handle any application. These deluxe utility tractors feature full power, full comfort, full features, and a variety of options. They are ideal for demanding livestock duties, larger hay operations and heavy loader work.

Farmall Medium Utility U Series

Farmall medium utility U tractors offer the ultimate Farmall experience. These heavy-duty, premium utility tractors with high-capacity hydraulics are ideal for the most demanding chores – whether you're on the ranch, running a mixed grain operation, or even a municipality. Versatility, comfort, and superior visibility makes the Farmall medium utility U the ultimate multi-tasker

Large Utility

Farmall Large Utility 100A Family

Case IH Farmall 100A series tractors are tough, reliable, remarkably versatile and an excellent value. With four models available in cab or non-cab versions and two-wheel drive or optional mechanical front-wheel drive configurations, you're sure to find one that's right for your operation and budget.

Specialty

The Farmall® N series tractors are designed for vineyards, orchards or any application where space is at a premium. Case IH Farmall N series tractors offer versatility and ease-of-use without sacrificing operator comfort.

The Farmall® V tractors are specialty tractors designed to fit perfectly between vineyard rows and have a low center of gravity for steep inclines. With a 3.4 L turbocharged and aftercooled engine, Farmall V series tractors have a minimum width of 42.5- 49 inches (depending on tire size) and a minimum ground clearance of 11.2 inches to maneuver through tight rows. Cab isolation mounting makes for a smooth, comfortable ride. Available with a convenient 16 x 16 power or mechanical shuttle transmission.

Vestrum Family

Case IH Vestrum series tractors provide maneuverability and premium cab comfort in a compact design with more than 100 engine horsepower to accomplish a wide variety of tasks. A 4-cylinder engine delivers more low-speed torque and better engine responsiveness.

Maxxum Family

Case IH Maxxum® series tractors combine efficient power with operator convenience. Maxxum® series tractors deliver the versatility and productivity you demand — from fieldwork to loader work. Powered by FPT engines, these multipurpose workhorse tractors deliver increased productivity, performance and fuel efficiency to keep your operation running smoothly.

Puma Family

Case IH Puma® series tractors are equipped with more power, stability and features to handle a variety of tasks on livestock, dairy and mixed-crop operations. An efficient, multipurpose tractor with the size and power ready to handle a variety of tasks on any operation. When you don't want to compromise power for flexibility, choose Puma.

AFS Connect Puma Family

Known for their combination of power, performance and prestige, the AFS Connect™ Puma® is a hyper-efficient midsized tractor designed to optimize livestock and row crop operations. Puma® series tractors are known for their performance on the road and in the field. Now, with a lineup of all-new models equipped with integrated AFS Connect technology, operators will be able to handle in-field challenges with even greater connectivity and ease. AFS Connect Puma series tractors come with comfort and performance enhancements to create an entirely new high-tech experience for growers who need ultimate flexibility. Best of all, these updates come without sacrificing the tried-and-true power and efficiency

that make a Puma, a Puma.

Optum Family

Case IH Optum® series tractors deliver the horsepower needed for tillage, haulage and the heaviest mounted implements, with enhanced cab features for a more comfortable operator experience. Optum® series tractors meet your needs for power, comfort, hydraulic capacity and weight. With this flexibility, Optum tractors deliver on everything from haulage and roading applications to tillage, planting and seeding, and hay and forage operations. Integrated AFS Connect technology maximizes your productivity.

Magnum Family

The Magnum series tractor integrates the technology you demand into one easy-to-use package. Starting with the new AFS Vision Pro operating system, configure precision farming functionality, tractor systems and connectivity with integrated solutions. This comes without sacrificing the power, efficiency and productivity for which Magnum tractors are known. Fully-integrated AFS Connectivity coupled with the rugged power and productivity of the Magnum series tractors takes your operations to the next level of efficiency. All Magnum™ tractors come with an AFS Connect technology subscription.

Steiger Family

Agriculture delivers new challenges and opportunities every day. You need a tough, reliable machine that sets the standard for high-horsepower tractors. For nearly 70 years, Steiger series tractors have helped producers like you get more from the job in demanding conditions. With more power, efficiency and comfort than the competition, plus the power of AFS Connect, find new ways to maximize your yield potential and return on investment, while minimizing your fuel consumption, work hours and stress. The most powerful 4WD tractor in the industry — with record-setting fuel efficiency, best-in-class comfort, and the ability to remotely manage your farm, fleet and field information with AFS Connect™. All new Steiger® tractors come with an AFS Connect technology subscription.

Tractor Implements

Case IH provides the tractor implements you need for all your mowing, landscaping, tillage, cleanup or snow removal tasks.

L Series Loaders

Get more work done with premium loaders. Available for the Farmall® Medium Utility C, Farmall® Large Utility 100A, Vestrum®, Maxxum®, Puma® and Magnum™ series tractors, these loaders are perfectly matched to your tractor.

Axial-Flow Combines

Axial-Flow 250 Series Combines

For over four decades, the Axial-Flow 250 series combine set the standard for high-capacity and highly efficient harvesting. Designed to optimize grain quality and grain savings, the 250 series combines with optional AFS Harvest Command™ automation simplifies harvesting by sensing and optimizing machine settings — regardless of operator skill level.

AFS Harvest Command automation is officially supported for the following crop types: corn, soybeans, canola, barley, wheat and rice.

With 2-speed electric shift ground drive transmission, adjustable rotor cage vanes, improved feeder house design and standard AFS Harvest Command™ combine automation system, Axial-Flow® 250 series combines are engineered for a high-efficiency harvest. All new Model Year 250 Series Axial-Flow combines will receive 5 years of AFS Connect™ technology subscription.

Axial-Flow 150 Series Combines

Perfect for owner operators and fleet operations, the 150 series Axial-Flow® combines deliver maximum peace of mind through a simple-to-operate, efficient and reliable design featuring a belt-driven rotor. With proven Tier 4 B/Final emissions-certified 6.7 L to 8.7 L engines, up to 375 engine horsepower at 2100 engine RPMs and up to 300-bu. capacity, they give you the same superior grain quality, grain savings and value as the larger 250 series. Enhanced Case IH Axial-Flow® 150 series combines increase productivity, featuring the legendary single rotor technology, combined with the Cross-Flow™ cleaning system and increased grain handling capacity to help you put more high-quality grain in the tank.

Tillage

Case IH Speed-Tiller 465/475 with working widths from 5'9" – 41' are high-speed tillage tools that dig like a disk and finish like a finisher — maximizing the agronomic quality of the seedbed from surface to floor, fall or spring. Featuring indexed, independently mounted blades, these high-speed disks are available in either rigid mounted or trailing configurations to meet the unique demands of each operation.

True-Tandem Disk Harrows with working widths from 22' 0" - 46' 7": Tough field conditions call for tough tillage tools. Case IH True-Tandem disk harrows lead the industry in ruggedness and reliability so you can manage heavy crop residue with ease.

The Case IH Family of Disk Rippers are engineered to provide the perfect seedbed for your operation. Our disk rippers optimize residue management, soil tillth and seedbed conditioning. Take your operation one step further with AFS Soil Command™. Tackle your primary tillage needs with a Case IH Ecolo-Tiger 875 disk ripper — built for durability in tough conditions and flexibility to match your needs.

The Case IH vertical tillage lineup is built on proven Agronomic Design™ principles with industry-exclusive blades. The True-Tandem 335VT and 335 Barracuda vertical tillage tools cover more ground in less time, so your fields are ready to go when your planting window approaches. Ideal for mixed farms and small- to mid-sized grain operations, the VT-Flex™ 435 vertical tillage tool offers simple variable gang angle adjustments — from effectively sizing residue and preserving soils to mixing the most stubborn crop residue.

Case IH field cultivators are designed from the ground up to create a high-efficiency seedbed. The Tiger-Mate® 255 offers the durability and Agronomic Design™ features needed for more efficient planting and maximum yield, while the Vibra-Tine™ 265 S-tine field cultivator takes on tough high-clay and timber soils in one spring pass. The Tiger-Mate 255 technology is designed to maximize yield potential in one spring pass. field cultivator creates a high-efficiency seedbed for the most accurate seed placement. From crop residue management to soil tillth to seedbed conditions, we designed this field cultivator with an eye on improving agronomic performance.

For high-clay and timber fields, the Vibra-Tine 265 S-tine field cultivator helps achieve optimal clod-sizing, a smooth field finish and healthier soil. Proven and effective S-tine technology is designed to maximize yield potential in one spring pass.

Patriot 50 Series Sprayer

Exceptional operator environment. Complete vehicle control. Integrated technology. The Patriot® 50 series sprayer makes the most of tight application windows — now with a bold, new look.

Trident Combination Applicator

The most productive high-clearance row crop combination applicator on the market, the Trident™ 5550 delivers industry-leading changeover times to help you cover more acres and meet demands across three seasons of use — preplant, postemerge, postharvest.

2000 Series Early Riser Planters

From the rugged row unit to the factory integration of the industry's most accurate planter technologies, the 2000 series planter operates at your speed to ensure faster, more uniform emergence and the best yield possible. This easy maintenance planter allows for a customizable seeding depth and plants with accuracy by combining a rugged row unit and accessible T-handle depth adjustment. With the industry's most accurate technologies, you can achieve high-efficiency planting that adapts to unique field conditions.

Precision Disk Air Drills

Case IH Precision Disk air drills are designed to help you work more efficiently, so you can be more productive — no matter the residue conditions you're dealing with or crops you plant. Precision Disk air drills are a versatile seeding tool to help you seed a broad range of crops more consistently and effectively. Plus, Precision Disk air drills allow you to seed at higher speeds and spend less time on daily maintenance. Whether you're equipped with tow-behind, tow-between or mounted seed tanks, get high-capacity air seeding with consistent seed placement and better seed-to-soil contact with Case IH Precision Disk air drills.

Precision Air™ Air Carts

Get superior air seeding, electric drive metering and individual section control with Case IH Precision Air™ air carts. Tire packages available for ground pressures as low as 14 psi and single-or double-shoot distribution. Make the most of short seeding windows with the Precision Air 5 series air carts. Designed with the flexibility to fit your operation, the full lineup of air carts from Case IH helps increase seeding capacity and reduce costly overlaps. Customizable configurations provide the versatility for a variety of crops and fertilizers, while our exclusive metering and seed delivery systems offer greater efficiency.

Windrowers

Case IH Windrowers get you to the field faster and muscle through the tough spots, without sacrificing harvest quality or operator comfort. Transport speeds up to 30

		<p>mph and cutting speeds up to 20 mph, together with simplified operations and innovations such as Field Cruise and the Triple Windrower Attachment, bring peak efficiency to your operation. The ultimate in performance and operator comfort. With up to 250 HP and the fastest speeds in the industry, WD5 series windrowers handle heavy crops, wet conditions and hillsides with ease.</p> <p>Large Square Balers Higher capacity, greater bale density, and greater efficiency than ever before with steering sensors, lighting packages, heavy-duty pickup reels and additional twine storage. The Case IH LB436 HD large square baler has a patented two-speed gearbox, robust compression system, ISOBUS Class 3 integrated automation and a reliable TwinePro™ knotter system, all made to increase the efficiency of the baler and set standards in bale density and ground speed.</p> <p>Round Balers Whether baling wet silage, dry hay or stalks, new additions to the Case IH round baler family are designed to boost your productivity and efficiency. The new RB6 HD Pro series balers handle higher bale counts with new high-performance features. Built to tackle wet and heavy silage but able to excel in any crop, RB6 HD Professional balers bring superior speed with fewer moving parts, making for lower maintenance and greater productivity. New Standard and Premium models have been added to the lineup with features such as wider pickup widths and a new wrapping system. Taken together, these features and models allow you to create denser, higher-quality hay, leaving you with fewer bales to handle.</p> <p>Disc Mowers Case IH disc mowers handle tough conditions while delivering clean cutting performance, maneuverability, durability, and overall value. The Case IH disc mowers are engineered to perform and provide reliable service on the field day after day. Choose between MD3 heavy-duty models or the economical MDX models. Backed by a three-year warranty, Case IH MD3 disc mowers feature a modular cutterbar, hitch compatibility, easy transport options, and simplified adjustments and maintenance. Case IH MDX disc mowers are simple and economical, designed for years of service.</p> <p>Disc Mower Conditioners Case IH now offers additional sizes of center-pivot DC5 series disc mower conditioners for more performance options in a smaller, convenient package. Combined with DC3 series side pull disc mower conditioners, which provide industry-leading cut and crimp for optimal windrow formation and superior nutrient retention, you'll experience better crop flow and faster dry down while no-tool adjustments and new sizes get you to and from the field faster. Available with the quick-change knife system and three-year cutterbar warranty.</p>
71	<p>If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.</p>	<p>CNH Industrial will not be offering used equipment. Dealers can sell rental and demo equipment that has not been retailed to any customer and comes with either full warranty or pro-rated warranty depending on the hours on the unit. Member will receive the list discount and demo/lease discount based on the rent for sale program rates less any service or clean up fees dealer would have incurred.</p> <p>Our CNH Industrial dealers can offer the members used equipment but CNH Industrial will not offer a list discount to the members. Dealer may offer a discount at their discretion.</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Here is a list of subcategories of solutions but is not limited to these customers:</p> <ul style="list-style-type: none"> Railroads Private Schools Churches Hospitals Non-profit snowmobile clubs agricultural associations Civic and Charitable Organizations Mowing and Snow removal contractors Local Construction contractors (roads, water/sewer pipelines, electric power lines) <p>CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
73	Offering including one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50.	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Holland Tractor line up from the Workmaster 60 and up have the PTO horsepower rating of at least 50 and up. Case IH tractor line-up from the Farmall Utility 60A and larger all have a rating of at least 50 PTO horsepower. *
74	Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	CNHI offers all products except for chaser grain carts. *
75	Used equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.	<input type="radio"/> Yes <input checked="" type="radio"/> No	CNHI dealers can sell used equipment to the members but CNHI will not offer a discount to the customer. The equipment will be similar to the offering. CNHI will sell rental and demo equipment that has not been retailed to a customer. *
76	Related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s).	<input checked="" type="radio"/> Yes <input type="radio"/> No	CNHI offers integrated technology that supports the customer's needs. *

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 77. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

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

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

- [Pricing](#) - NH & CIH price books.zip - Monday August 28, 2023 13:10:31
- [Financial Strength and Stability](#) - Sustainability & Annual Reports.zip - Friday August 25, 2023 08:56:38
- [Marketing Plan/Samples](#) - Marketing strategy.7z - Friday August 25, 2023 12:05:48
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Friday August 25, 2023 08:57:43
- [Standard Transaction Document Samples](#) - NH & CIH matrix.zip - Tuesday August 29, 2023 09:36:12
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Maps & Awards.7z - Friday August 25, 2023 12:44:35

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government Fleet Sales Manager, New Holland North America

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Vendor” or “Supplier” in the Agency Agreement shall mean and be understood to be “CNH Industrial America LLC” and “Jordan Implement Company”. All references to “Authorized Dealer(s)”, “Authorized Distributor(s)”, or “Authorized Reseller(s)” in the Agency Agreement shall mean and be understood to be “Jordan Implement Company”.

2. Invoice Detail. Contractor’s invoice must be on Contractor’s stationary with Contractor’s name, address, and remittance address if different. Contractor’s invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable PWAcctsPayable@saniego.gov

3. Delivery and Inspection. As described in the Contract Documents.
4. Warranty. As described in the Contract Documents.
5. Insurance. As described in the Contract Documents.
6. Indemnification; and Liability. As described in the Contract Documents.
7. The remaining portions of the Agency Agreement shall remain in full force and effect.

EXHIBIT 3: PRICING PAGES



Agricultural Equipment/Ranges	Product Series	Discount off MSRP	List Price Effective
Compact Tractors			
FARMALL COMPACT MODELS A, B & C, ALL		18%	Current
Utility Tractors			
Farmall A 50-70HP	Farmall 50A/60A/70A	18%	Current
Farmall A 55-115HP	Farmall 55A/65A/75A/95A/105A/115A	21%	Current
Farmall C		21%	Current
Farmall U		21%	Current
Farmall N & V		21%	Current
Ag Tractors			
Farmall 100A	Farmall 110A, 120A, 130A, 140A	21%	Current
Vestrum		21%	Current
Maxxum		28%	Current
Puma / Optum		28%	Current
Magnum		33%	Current
Steiger		28%	Current
Loaders & Implements			
Compact Loaders	Compact Loaders	20%	Current
Loaders - Value Series	Value Loaders	20%	Current
Loaders - Premium Series	Premium Loaders	20%	Current
Backhoes, Front Mounted Blades, Mowers, Post Hole Diggers, Rotary Broom, Rotary Cutters, Snow Blowers, Work EZ	Implements	20%	Current
Hay & Forage			
SP Windrower Heads, SP Windrowers, Small Square Balers, Round Balers, Large Square Balers, Disc Mower Conditioners	Major Hay	25%	Current
Bale Throwers, Disc Mowers, Forage Blower, Mergers, PT Forage Harvesters, PT Forage Harvester Heads, Rakes, Sickle Mower-Conditioners	Minor Hay	25%	Current
Combines & Heads			
Combines		25%	Current
Combine Heads		25%	Current
Planting, Seeding and Tillage			
Planters		25%	Current
Carts, Disk Drills, Hoe Drills		25%	Current
Tillage Equipment		25%	Current
Application Equipment			



Patriot Sprayer Trident Chassis and Liquid Applicator Miller Nitro	Self Propelled Spayers	21%	Current
Pull Type Fertilizer Applicators		25%	Current
Construction Equipment	Product Series	Discount off MSRP	List Price Effective
SKID STEER LOADER	SR160, SR175, SV185, SR210, SR240, SR270, SV280, SV340	35%	Current
COMPACT TRACK LOADER	TR270, TR310, TR340, TV370, TV450, TV620	32%	Current

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

B. BIDDER/PROPOSER INFORMATION:

JORDAN IMPLEMENT CO.			
Legal Name	BRAWLEY	DBA	92227
1280 MAIN ST.	City	CA	Zip
Street Address	(760) 344-3322	State	(760) 344-8249
ROBERT D. CONWAY, GENERAL MANAGER	Phone	Fax	
Contact Person, Title			

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

ROBERT D. CONWAY	GENERAL MANAGER
Name	Title/Position
BRAWLEY, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
25%	
Interest in the transaction	

EDDIE CONNER	ASSET MANAGER
Name	Title/Position
BRAWLEY, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
25%	
Interest in the transaction	

CHRITOPHER ELLISON	VICE-PRESIDENT
Name	Title/Position
BRAWLEY, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
25%	
Interest in the transaction	

ROBERT S. ELLISON	PRESIDENT
Name	Title/Position
BRAWLEY, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
25%	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: 07/11/1955 State of incorporation: CALIFORNIA

List corporation's current officers: President: ROBERT S. ELLISON
Vice Pres: CHRISTOPHER L. ELLISON
Secretary: HETTY JOY KRAMER
Treasurer: STEPHEN E JORDAN

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: 07/11/1955

Is your firm a publicly traded corporation? Yes No

If Yes, how and where is the stock traded? _____

If Yes, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If Yes, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: _____ State of formation: _____

List the name, title and address of members who own ten percent (10%) or more of the company:

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?
 Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?
 Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JP Morgan Chase Bank, N.A.

Point of Contact: JOSE ERNESTO JAIME

Address: 2303 COTTONWOOD DR. EL CENTRO, CA 92243

Phone Number: (760) 482-9320

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2006010244 Year Issued: 2024

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: GREAT PLAINS MANUFACTURING

Contact Name and Phone Number: Noah Pickett 208-416-8656
Contact Email: noah.pickett@greatplainsmfg.com
Address: P.O. BOX 204183 DALLAS, TX 75320-4183
Contract Date: _____
Contract Amount: \$ 500,000.00
Requirements of Contract: CREDIT LINE - OPEN

Company Name: SMA, INC.
Contact Name and Phone Number: KEN HAUN 661-444-6198
Contact Email: KEN.HAUN@SMALINK.COM
Address: P.O. BOX 2247 JONESBORO, AR 72402-2247
Contract Date: _____
Contract Amount: \$ 500,000.00
Requirements of Contract: CREDIT LINE - OPEN

Company Name: NIKKEL IRON WORKS
Contact Name and Phone Number: CORY CUMMINGS 559-577-5752
Contact Email: CORY@TGSCHEMEISER.COM
Address: P.O. BOX 1597 SHAFTER, CA 93263
Contract Date: _____
Contract Amount: \$ 500,000.00
Requirements of Contract: CREDIT LINE - OPEN

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?
 Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?
 Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?
 Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?
 Yes **No**

Certification # _____

3. Are you certified as any of the following:
a. Disabled Veteran Business Enterprise Certification # _____
b. Woman or Minority Owned Business Enterprise Certification # _____
c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: _____

Address: _____

Contact Name: _____ Phone: _____ Email: _____

Contractor License No.: _____ DIR Registration No.: _____

Sub-Contract Dollar Amount: \$_____ (per year) \$_____ (total contract term)

Scope of work subcontractor will perform: _____

Identify whether company is a subcontractor or supplier: _____

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated _____.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

Christopher Ellison, Vice-President

Name and Title



Signature

8-15-21

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

N/A

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Christopher Ellison, Vice-President

Print Name, Title



Signature

8-15-24

Date

AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

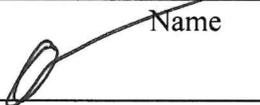
CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: JORDAN IMPLEMENT CO.

Certified By CHRISTOPHER ELLISON Title VICE-PRESIDENT

 Name
 Signature Date 8/15/24

EQUAL OPPORTUNITY CONTRACTING (EOC)
1200 Third Avenue, Suite 200 • San Diego, CA 92101
Phone: (619) 236-6000 • Fax: (619) 236-5904

BB. WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED
CONTRACTOR IDENTIFICATION**

Type of Contractor: Construction Vendor/Supplier Financial Institution Lessee/Lessor
 Consultant Grant Recipient Insurance Company Other

Name of Company: JORDAN IMPLEMENT CO.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 1280 MAIN ST

City: BRAWLEY County: IMPERIAL State: CA Zip: 92227

Telephone Number: 760-344-3322 Fax Number: 760-344-8249

Name of Company CEO: ROBERT S. ELLISON

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____ Email: _____

Type of Business: Retail Farm, Industrial Equipment, parts, service Type of License: Retail

The Company has appointed: ROBERT D. CONWAY

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 1280 MAIN ST BRAWLEY, CA 92227

Telephone Number: 760-344-3322 Fax Number: 760-344-8249 Email: rconway@jordanimplement.com

- One San Diego County (or Most Local County) Work Force - Mandatory
 Branch Work Force *
 Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of JORDAN IMPLEMENT CO.

(Firm Name)

IMPERIAL, CALIFORNIA hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 15 day of AUGUST, 2024

(Authorized Signature)

(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: JORDAN IMPLEMENT CO.

DATE: 08/15/2024

OFFICE(S) or BRANCH(ES): 1280 MAIN ST BRAWLEY CA 92227

COUNTY: IMPERIAL

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	1		1									3		
Professional														
A&E, Science, Computer														
Technical														
Sales			5									1		
Administrative Support			5	1	1									
Services			2											
Crafts			15	1								1		
Operative Workers														
Transportation			2											
Laborers*														

*Construction laborers and other field employees are not to be included on this page

Totals Each Column	1		30	2	1							5		
--------------------	---	--	----	---	---	--	--	--	--	--	--	---	--	--

Grand Total All Employees 39

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: _____ DATE: _____

OFFICE(S) or BRANCH(ES): _____ COUNTY: _____

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Work Force Report

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report¹. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county². If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report^{1, 3}. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American – A person having origins in any of the Black racial groups of Africa.

Native Hawaiian or Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

Exhibit A: Work Force Report Job Categories – Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers

Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics,

Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material
Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning
and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry
Workers

Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons
Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard
Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers
Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers
First-line Supervisors/Managers of
Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and
Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and
Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration
Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair
Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment
Operators
Pile-Driver Operators
Operating Engineers and Other Construction
Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine
Setter, Operators and Tenders

Workers, Extractive Crafts, Miners