

Sourcewell – Ag Tractors with Related Attachments, Accessories and Supplies

Contract Number:	082923-DAC
Contract Period:	October 16, 2023 – October 11, 2027
Eligibility:	<p>The contract allows for service to Sourcewell Member agencies in all states.</p> <p>The following eligibility requirements must be met:</p> <ul style="list-style-type: none">• Entity must be a Sourcewell Member. John Deere dealers must verify membership before quoting. Please include the Sourcewell member number on the dealer quote or on the Sourcewell Member's purchase order.• Eligible Sourcewell Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos.• Eligible Sourcewell Member non-profit agencies are eligible to purchase John Deere equipment on the Sourcewell contract. <p>Members of the Illinois Public Higher Education Cooperative (IPHEC) are also eligible to use this Sourcewell Contract. IPHEC is comprised of universities and community colleges located in Illinois. Before quoting, please review the list of IPHEC Members to verify eligibility.</p> <p>To become a Sourcewell Member, call 877-585-9706 for more details or visit the Sourcewell website to complete an application.</p> <p>To obtain a membership list of eligible U.S. Government, Education and Nonprofit entities belonging to Sourcewell, please visit the Sourcewell Member Locator and select either the Government & Education or Nonprofit downloaded spreadsheets.</p>

Quotes and Purchase Orders:

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local **John Deere Dealer**. Submit your purchase order to your dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

All purchase orders must show Deere & Company as the vendor and reference the contract number.

Contract Details

Delivery Obligations	None.
Fees	<p>Delivery Charge Optional delivery charge of \$8.00 per loaded mile is allowed for the delivering dealer. Use Google Maps to calculate the mileage.</p> <p>State Fees</p> <ul style="list-style-type: none"> California Tire Fee All Motorized Equipment \$1.75 per New Tire <p>Please review the California Tire Fee publication issued by the California Department of Tax and Fee Administration for more details. California Tire Fee must be included on the Quote or Purchase Order. Sales to American Indians occurring on Indian reservations are exempt from the fee.</p> <ul style="list-style-type: none"> Louisiana Waste Tire Fee All Tractors \$10.00 per New Tire <p>Fees must be clearly labeled on the quote or purchase order.</p>
Financing	<p>John Deere Municipal Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 12-60-month financial product require payments and enables ownership of the equipment.</p> <p>Government Operating Lease by John Deere Financial Allowed: If the agency rules and guidelines allow. This 24-60-month product requires payments and the equipment is returned to the dealer location at the end of the term.</p> <p>Retail Note Financing by John Deere Financial or Third Party Allowed: If the agency rules and guidelines allow.</p>
Machine Hours	Not Allowed: Due to factory delivery, pre-delivery, inspection, machine setup and installation of attachments, machines may have minimal hours. Machines designated as demos are not allowed.
Manuals	An operator’s manual is included with the delivery of the equipment at no charge.
Miscellaneous	<p>Shipping charges Alaska (AK) and Hawaii (HI): Shipping charges apply. For deliveries to AK or HI, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.</p>

	<p>Continental US: For all other deliveries within the continental US (excludes AK & HI), the Sourcewell member will NOT be charged factory freight to the delivering dealer.</p>										
<p>Multiple Unit Discount</p>	<p>Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories as shown below and included on the same purchase order. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount program.</p> <p>Compact Utility Tractors Ag Tractors Ag Combines Ag Cotton Ag Sprayers</p> <p>See discount structure below:</p> <table data-bbox="354 871 1107 1039"> <thead> <tr> <th>Quantity</th> <th>Additional Discount</th> </tr> </thead> <tbody> <tr> <td>3-4</td> <td>1%</td> </tr> <tr> <td>5-6</td> <td>2%</td> </tr> <tr> <td>7-8</td> <td>3%</td> </tr> <tr> <td>9 units or more</td> <td>4%</td> </tr> </tbody> </table>	Quantity	Additional Discount	3-4	1%	5-6	2%	7-8	3%	9 units or more	4%
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5-6	2%										
7-8	3%										
9 units or more	4%										
<p>Open Market by John Deere (listed in the price book)</p>	<p>Allowed: Open-Market items are implements, attachments, accessories, parts and bundles that are not currently on contract, but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
<p>Open Market by Dealer (not listed in the price book)</p>	<p>Allowed: Open-Market items not available from John Deere but offered by the delivering Dealer to complete the purchase of John Deere equipment awarded on contract.</p> <p>Items must be clearly labeled on the purchase order as Open Market.</p>										
<p>Payment and Remittance</p>	<p>Credit card payments allowed.</p> <p>Remit to Address: Deere & Company Ag & Turf CBD & Government Sales 21748 Network Place Chicago, IL 60673-1217</p>										
<p>Substitutions</p>	<p>Not applicable. This is a current price contract.</p>										

Trade-In

Allowed: Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer determine the trade-in value.

Price Structure

<u>Product Description</u>	<u>Discount off MSRP</u>	<u>Price Page Date</u>
Compact Utility Tractors	18%	Current
Equipment for Compact Utility Tractors	18%	Current
Ag Tractors 5050E, 5060E, 5067E, 5075E	14%	Current
Ag Tractors 5090E, 5090EL, 5100E	19%	Current
Ag Tractors 5000Ms, ENs, GLs, GNs, GVs, MHs, MLs	22%	Current
Ag Equipment 6000 Series Tractors	24%	Current
Ag Equipment 7000-9000 Series Tractor Excludes Precision Upgrades	24%	Current
Ag Equipment – Combine Excludes Precision Upgrades	22%	Current
Ag Equipment – Cotton	22%	Current
Ag Equipment – Hay and Forage	22%	Current
Ag Equipment – Tillage	22%	Current
Ag Equipment – Planting and Seeding Excludes Performance Upgrades	22%	Current
Ag Equipment – Sprayers Excludes Performance Upgrades	22%	Current
Ag Equipment – Material Handling, Rotary Cutters, and Shredders	24%	Current

Ag Equipment – Ag Management Solutions (AMS)	Same As Tractors Discount 4% If Purchased w/o Tractor	Current
Frontier Cutting & Mowing	18%	Current
Frontier Hay & Forage	18%	Current
Frontier Landscape	18%	Current
Frontier Livestock	18%	Current
Frontier Material Handling	18%	Current
Frontier Planting & Seeding	18%	Current
Frontier Snow Equipment	18%	Current
Frontier Sprayers	18%	Current
Frontier Tillage	18%	Current

Contract Updates

November 15, 2023 – New contract announced.



Solicitation Number: RFP #082923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (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

Deere & Company

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/9/2023 | 2:15 PM CDT

DocuSigned by:
Andrew Roman
By: C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
Date: 10/16/2023 | 9:32 AM CDT

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 10/16/2023 | 9:34 AM CDT



Proposal Opening Record

Date of opening: August 29, 2023

Sourcewell posted Request for Proposal #082923, for the procurement of Ag Tractors with Related Attachments, Accessories, and Supplies, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, July 11, 2023, and the solicitation remained in an open status within the portal until August 29, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on August 29, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #082923 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

AGCO Corporation - Submitted 8/29/23 at 3:43:55 PM
CHAVES BROTHERS MANAGEMENT, LLC - Submitted 8/29/23 at 12:55:27 PM
CLAAS of America, Inc. - Submitted 8/28/23 at 10:05:27 PM
CNH Industrial America, LLC - Submitted 8/29/23 at 1:36:59 PM
Deere & Company - Submitted 8/28/23 at 11:12:17 AM
Kubota Tractor Corporation - Submitted 8/29/23 at 8:11:27 AM
Salford Group, Inc. - Submitted 8/29/23 at 12:29:20 PM
Solectrac, Inc. - Submitted 8/28/23 at 10:12:20 AM
STEC EQUIPMENT - Submitted 8/29/23 at 8:56:40 AM
Yanmar America Corporation - Submitted 8/29/23 at 3:04:21 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on August 29, 2023, at 4:31:10 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Supervisor

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation Ag Tractors with Related Attachments, Accessories, and Supplies RFP #082923

	AGCO Corporation	Chaves Brothers Management, LLC	CLAAS of America, Inc.	CNH Industrial America LLC	Deere & Company	Kubota Tractor Corporation	Salford Group, Inc.	Solectrac Inc.	STEC EQUIPMENT INC.	Yanmar America Corporation
Conformance to RFP Requirements	50	43	34	44	42	41	41	41	37	37
Pricing	400	321	182	330	331	310	310	319	283	325
Financial Viability and Marketplace Success	75	62	48	66	63	64	64	54	52	55
Ability to Sell and Deliver Service	100	83	58	91	86	84	84	76	64	76
Marketing Plan	50	39	32	42	42	41	41	41	41	39
Value Added Attributes	75	55	49	64	65	61	61	60	48	54
Warranty	50	41	31	43	39	41	41	41	39	41
Depth and Breadth of Offered Equipment, Products, or Services	200	169	129	180	181	160	160	138	149	134
Total Points	1,000	813	563	860	849	802	802	770	713	761
Rank Order	3	9	8	1	2	4	4	5	7	6

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFPM, Procurement Supervisor

DocuSigned by:
Greg Grunig
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Greg Grunig M.S., Procurement Lead Analyst

DocuSigned by:
Nick Scholer
4513A6DDCA01487...

Nick Scholer, Procurement Analyst

DocuSigned by:
Craig West
7F41F72C858B4BA...

Craig West, Procurement Analyst

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

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Thursday July 20, 2023 13:07:43
Submitted On: Monday August 28, 2023 11:12:17
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: e25e49d8-8681-4a9e-9491-3285fcdcc8
Submitter's IP Address: 104.129.207.130

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")	Deere & Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ag & Turf Strategic Accounts Business Division (SABD)
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53
5	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513
6	Proposer website address (or addresses):	www.deere.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):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jerry McWilliams - Strategic Account Manager 10789 South Ridgeview Road, Olathe, KS 66061 McWilliamsJerryD@JohnDeere.com 205-612-2556

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>We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet.</p> <p>Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today it has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf</p>
11	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ag Tractors with Related Attachments.
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.	Please see Deere & Company's 2022 Annual Report that has been uploaded as part of our proposal.
13	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.
14	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, 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>John Deere is a manufacturer (b). John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP.</p> <p>Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.</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.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or debarments.

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	<p>2023 Sourcewell Legacy Award Winner Ranked #3 for Brand Reputation - Axios/Harris Poll 100 World's Most Ethical Companies - Ethisphere Institute America's Best Large Employers - Forbes 100 Most Influential Companies - Times World's Most Admired Companies - Fortune</p> <p>2022 World's Most Ethical Companies - Ethisphere Institute 50 Most Community-Minded Companies - The Civic 50 Consumer Electronics Show (CES) Innovation Awards AE50 Awards for Innovation</p> <p>2021 World's Most Ethical Companies - Ethisphere Institute Most Admired Companies - Fortune Most Influential Black Corporate Directors for 2021 - Savoy Social Responsibility Award - Fast Company</p> <p>2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor</p> <p>2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100</p>
20	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
21	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
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>John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>
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?	<p>John Deere currently holds GSA, AFNAF and DLA contracts.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>

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 *	
County of Henrico Purchasing Division	Justin Herbaugh	804-501-5680	*
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	Davis Pankey	501-683-6636	

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 *	
PA-Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
MI-Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
Coop-Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
OK-Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	Sales volume not publicly shared.	*
OH-Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*

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>Our sales force would include both the John Deere Government Sales group and our independent dealer network.</p> <p>John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased.</p> <p>In relation to the new Sourcewell Ag Tractors contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.</p>	*
27	Dealer network or other distribution methods.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</p>	*
28	Service force.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</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>We will have two processes in which Sourcewell members can order products.</p> <ol style="list-style-type: none"> 1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 	*

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>The support of the equipment takes place through the John Deere dealer network. While customer service varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Ag Tractors - 90 to 365 days after receipt of order. 2. Related Attachment and Accessories - 90 to 365 after receipt of order.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*
34	Identify any Sourcewell 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?	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*

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>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>John Deere's public website, www.deere.com, provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing www.deere.com, Sourcwell members would be able to "build-their own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcwell contract discount, but if the Sourcwell member knows the discount on the particular product category, they will be able to determine their purchase price.</p> <p>Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on;</p> <ol style="list-style-type: none"> 1. Facebook - www.facebook.com/JohnDeereUSCA 2. Twitter - https://twitter.com/JohnDeere 3. YouTube - https://www.youtube.com/user/JohnDeere 4. Instagram - instagram.com/johndeere
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcwell's role will be to continue to promote the John Deere brand to Sourcwell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcwell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcwell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcwell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.</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>We currently use e-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, e-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the e-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.</p>

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	<p>From machine performance to field management to data analysis, John Deere is the industry leader in providing farmers the precision ag tools they need to monitor, manage, and maximize their farm operations. Precision Ag Technology will allow customers to:</p> <ol style="list-style-type: none"> 1. Reduce input costs through better machine management and application accuracy. 2. Increase yields by improving every aspect of the product process. 3. Run smoother with less stress by automating repetitive tasks and enabling remote diagnostics. <p>Recent technological advances that have been introduced include:</p> <ol style="list-style-type: none"> 1. See & Spray Ultimate uses machine learning, robotics, cameras, and ultra-fast GPUs to target-spray weeds, reducing chemical use and improving crop health. 2. The Autonomous 8R tractor with tillage tool can see, think, and work on its own, freeing up time for farmers to complete other tasks simultaneously. 3. Equipment connected to the cloud, customers can manage complex operations and ensure the health of their equipment, all with real-time data. 	*
42	Describe any industry-specific quality management system certifications obtained by your organization.	John Deere is committed to maintaining compliance with ISO 9001. Our commitment to production systems enables us to drive solutions that create the most value for customers and increase sustainability.	*
43	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>John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/</p> <p>John Deere green initiatives include:</p> <p>By 2026</p> <ol style="list-style-type: none"> 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. <p>By 2030</p> <ol style="list-style-type: none"> 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material. 	*
44	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>Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include emissions reductions. Third-party initiatives and recognition include:</p> <ol style="list-style-type: none"> 1. John Deere acquires Smart Apply, Inc. Technology that virtually eliminates chemical crop overspray. 2. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 3. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology. 	*
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.	<p>John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include:</p> <ol style="list-style-type: none"> 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought. <p>John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.</p>	*
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?	John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products and its dealer network will partner and support the Sourcewell participating entities for the long term.	*

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 Ag Tractors are warranted for 24 months or 2000 hours, whichever comes first. All Related Attachments are warranted for 12 months. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business. See attached Warranty Statement.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Equipment is warranted for the number of months or operating hours specified in the attached Warranty Statement.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, technicians' travel time and mileage are not covered. The purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business.
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?	The John Deere dealer network is able to service equipment throughout the United States and Canada.
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?	Warranty issues for other manufacturers are handled by the original equipment manufacturers of that product.
52	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.
53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	John Deere is not including service contract options with our proposal. Service contracts and extended warranty options are available for entities from the local John Deere dealer and can be quoted to them at the time of purchase.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.
55	Describe any leasing or financing options available for use by educational or governmental entities.	If the entities rules and guidelines allow, John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment.
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.	John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcewell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. Examples of a Quote and Dealer Agreement are attached.
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?	No.

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 Sourcwell 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 Sourcwell discounted price) on all of the items that you want Sourcwell 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.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf
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.	The percentage discount range is 14% to 24% off Current MSRP.
60	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount.
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.	John Deere will allow Sourced or Open Market items if requested by the Sourcwell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. Pricing for these items will be negotiated between the customer and the dealer and will appear as a separate line item on the quote.
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.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote and purchase order.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote and purchase order.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique methods offered in this RFP.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as 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.	<p>Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers.</p> <p>Sourcewell members who purchase from John Deere will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO) to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will contact the dealer and work with the dealer and the member to get the issue resolved.</p> <p>The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.</p>
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.	<p>Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region.</p> <p>Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.</p>
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.)	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.

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>John Deere will offer its complete product offering for ag tractors, implements and related equipment.</p> <p>The products include:</p> <ol style="list-style-type: none"> 1. Small, Mid and Large frame agricultural tractors and attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 3. Rotary cutters 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self-propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments <p>Our independent dealer network will provide aftermarket services upon request.</p>
71	If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.	Used Equipment will not be included in this RFP.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>List of subcategory products and services John Deere will offer within this RFP include:</p> <ol style="list-style-type: none"> 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments

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	John Deere will offer new (unused) current products that meet and exceed RFP specs.
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	John Deere will offer new (unused) current products that meet and exceed RFP specs.
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 checked="" type="radio"/> Yes <input type="radio"/> No	No used equipment will be offered in this RFP. John Deere will only offer new current models, attachments and accessories for this RFP.
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	Ag Mgmt. Systems are examples of this solution.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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](#) - 2023 RFP # 082923 Price Schedule & Price Pages.pdf - Friday August 25, 2023 16:12:10
 - [Financial Strength and Stability](#) - 2022-John-Deere-Annual-Report.pdf - Thursday August 10, 2023 09:08:48
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Wednesday August 16, 2023 11:03:54
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement - Ag & Turf.pdf - Wednesday August 16, 2023 11:03:41
 - [Standard Transaction Document Samples](#) - Sample Quote & Dealer Agreement.pdf - Wednesday August 23, 2023 18:54:15
 - [Requested Exceptions](#) - RFP_082923_Ag_Tractors_Contract_Template_Requested Exceptions.pdf - Wednesday August 23, 2023 18:54:34
 - [Upload Additional Document](#) - Supplement Info - Product Liability.pdf - Wednesday August 23, 2023 18:56:38

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. - Andrew Roman, Contract Administrator, Deere & Company

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.		

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

6/20/2023

Resolution No. 2023_14

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Thiel, Barrows, Arts,

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

8EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - June 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	None		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Ag Tractors with Related Attachments, Accessories, and Supplies		
	Paint with Related Supplies, Equipment, and Services		
	Furniture Solutions with Related Accessories and Services		
NEW CONTRACTS			
	Supplier Name	Contract Number	Solicitation Title
	Berven Industries dba New Deal Deicing	031423-NDD	"Salt, Brine, and Anti-Icing or De-Icing Agents and Brine Production and Storage Systems"
	Brine Masters	031423-BRM	"Salt, Brine, and Anti-Icing or De-Icing Agents and Brine Production and Storage Systems"
	Cargill	031423-CGI	"Salt, Brine, and Anti-Icing or De-Icing Agents and Brine Production and Storage Systems"
	Enduraplas	031423-EDP	"Salt, Brine, and Anti-Icing or De-Icing Agents and Brine Production and Storage Systems"
	Henderson Products	031423-HPI	"Salt, Brine, and Anti-Icing or De-Icing Agents and Brine Production and Storage Systems"
	VariTech Industries	031423-VAR	"Salt, Brine, and Anti-Icing or De-Icing Agents and Brine Production and Storage Systems"
	Clear Touch Interactive	030223-CLT	"Scoreboards, Digital Displays, and Video Boards with Related Services"
	Daktronics	030223-DAK	"Scoreboards, Digital Displays, and Video Boards with Related Services"
	Nevco Sports	030223-NVC	"Scoreboards, Digital Displays, and Video Boards with Related Services"
	Presidio Networked Solutions	030223-PSO	"Scoreboards, Digital Displays, and Video Boards with Related Services"
	Watchfire Signs	030223-WCH	"Scoreboards, Digital Displays, and Video Boards with Related Services"
	Arthur J. Gallagher & Co.	031623-GLG	"Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions"
	BMG Money	031623-BMG	"Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions"
	BrightPlan	031623-BRP	"Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions"
	Summer PBC	031623-SMR	"Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions"
	WEX Health	031623-WXH	"Employee Financial Wellness Programming and Related Employer-Sponsored Financial Solutions"
CONTRACT EXTENSIONS			
	Supplier Name	Contract Number	Solicitation Title
	Grove US/Manitowoc	032119-GUS	"Heavy Construction Equipment with Related Accessories, Attachments and Supplies"
	Bentley Mills	080819-BPS	"Flooring Materials with Related Supplies and Services"
	Interface Americas	080819-IFA	"Flooring Materials with Related Supplies and Services"
	Mannington Commercial	080819-MMI	"Flooring Materials with Related Supplies and Services"
	Mohawk Carpet Distribution	080819-MCD	"Flooring Materials with Related Supplies and Services"
	Tarkett USA	080819-TFU	"Flooring Materials with Related Supplies and Services"
	Deere & Company	110719-JDC	"Ag Tractors with Related Attachments, Accessories and Supplies"
NEW IDIQ CONTRACTS			
	Company Name	Contract Number	State - Region - Type of Work
IDIQ Contract Extensions			
	Company Name	Contract Number	
	National Roofing Company, Inc.	NM-R2-R-040622-NRC	
	National Roofing Company, Inc.	NM-R5-R-040622-NRC	

APPENDIX A Continued

National Roofing Company, Inc.	NM-R1-R-060222-NRC	
Consolidated Builders of NM	NM-R5-GC-060222-COB	
DKG & Associates, Inc.	NM-R1-R-060222-DKG	
Consolidated Builders of NM	NM-R2-GC-060222-COB	
Consolidated Builders of NM	NM-R4-GC-060222-COB	
CORE Construction Services of Texas, Inc.	NM-R5-GC-060222-CCT	
Consolidated Builders of NM	NM-R3-GC-060222-COB	
CORE Construction Services of Texas, Inc.	NM-R1-GC-060222-CCT	
CORE Construction Services of Texas, Inc.	NM-R2-GC-060222-CCT	
Dallago Corporation	NM-R1-HVAC-060222-DCO	
DKG & Associates, Inc.	NM-R4-R-060222-DKG	
DKG & Associates, Inc.	NM-R5-R-060222-DKG	
Consolidated Builders of NM	NM-R1-GC-060222-COB	
Dallago Corporation	NM-R1-P-060222-DCO	
DKG & Associates, Inc.	NM-R2-R-060222-DKG	
WWRC, Inc.	NM-R2-P-060222-WRI	
WWRC, Inc.	NM-R2-R-060222-WRI	
Ross Wes Electrical Services	NM-R1-E-060222-RWE	
Mans Construction Company	NM-R4-R-060222-MCO	
National Construction Inc	NM-R4-GC-060222-NCI	
Mans Construction Company	NM-R5-E-060222-MCO	
Junior Builders	NM-R3-GC-060222-JUB	
Junior Builders	NM-R3-P-060222-JUB	
GM Builders, Inc.	NM-R2-GC-060222-GMB	
Mans Construction Company	NM-R4-E-060222-MCO	
Mans Construction Company	NM-R5-R-060222-MCO	
Ross Wes Electrical Services	NM-R2-E-060222-RWE	
White Sands Construction, Inc	NM-R5-GC-060222-WSC	
WWRC, Inc.	NM-R2-HVAC-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	
Ross Wes Electrical Services	NM-R5-E-060222-RWE	
Jim Sena Construction Co., Inc.	NM-R3-GC-060222-JSC	
GM Builders, Inc.	NM-R2-R-060222-GMB	
GM Builders, Inc.	NM-R3-R-060222-GMB	
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	
WWRC, Inc.	NM-R3-R-060222-WRI	
WWRC, Inc.	NM-R4-GC-060222-WRI	
WWRC, Inc.	NM-R2-GC-060222-WRI	
Mans Construction Company	NM-R2-E-060222-MCO	
HB Construction, Inc.	NM-R5-GC-060222-HCO	
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	
WWRC, Inc.	NM-R3-P-060222-WRI	
WWRC, Inc.	NM-R4-P-060222-WRI	
Mans Construction Company	NM-R1-E-060222-MCO	
Junior Builders	NM-R4-GC-060222-JUB	
Junior Builders	NM-R4-P-060222-JUB	
Smith Roofing, Inc.	NM-R5-R-060222-SMR	
WWRC, Inc.	NM-R4-R-060222-WRI	
GM Builders, Inc.	NM-R1-R-060222-GMB	
HB Construction, Inc.	NM-R1-GC-060222-HCO	
WWRC, Inc.	NM-R3-HVAC-060222-WRI	
GM Builders, Inc.	NM-R1-GC-060222-GMB	
Mans Construction Company	NM-R1-GC-060222-MCO	
GM Builders, Inc.	NM-R5-R-060222-GMB	
GM Builders, Inc.	NM-R4-R-060222-GMB	
HB Construction, Inc.	NM-R2-GC-060222-HCO	
GM Builders, Inc.	NM-R5-GC-060222-GMB	
Mans Construction Company	NM-R3-E-060222-MCO	
WWRC, Inc.	NM-R4-HVAC-060222-WRI	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

10/17/2023

Resolution No. 2023_26

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members’ legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Dahlberg and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Self-Contained Breathing Apparatus, Breathing Air Systems, and Related Technology		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Ambulance and Emergency Medical Service Vehicles		
	Firefighting Personal Protective Equipment with Related Equipment Cleaning		
	Uniforms with Related Products and Services		
NEW CONTRACTS			
	Supplier Name	Contract Number	Solicitation Title
	Dant Clayton Corp.	081523-DCT	"Event Seating and Staging Solutions with Related Accessories and Services"
	Figueras Seating USA	081523-FGS	"Event Seating and Staging Solutions with Related Accessories and Services"
	Hussey Seating Company	081523-HSC	"Event Seating and Staging Solutions with Related Accessories and Services"
	National Recreation Systems	081523-NRS	"Event Seating and Staging Solutions with Related Accessories and Services"
	SICO America	081523-SICO	"Event Seating and Staging Solutions with Related Accessories and Services"
	Kubota Tractor Corporation	082923-KBA	"Ag Tractors with Related Attachments, Accessories and Supplies"
	Deere & Company	082923-DAC	"Ag Tractors with Related Attachments, Accessories and Supplies"
	CNH Industrial America	082923-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies"
	AGCO Corporation	082923-AGCO	"Ag Tractors with Related Attachments, Accessories and Supplies"
CONTRACT EXTENSIONS			
	Supplier Name	Contract Number	Solicitation Title
	McNeilus Financial dba McNeilus Truck & Manufacturing	091219-MCN	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	The Heil Co.	091219-THC	"Mobile Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Landscape Structures	010521-LSI	"Playground and Water Play Equipment with Related Accessories and Services"
	PlayPower	010521-LTS	"Playground and Water Play Equipment with Related Accessories and Services"
	Rain Drop Products	010521-RDP	"Playground and Water Play Equipment with Related Accessories and Services"
	SofSurfaces	010521-SFS	"Playground and Water Play Equipment with Related Accessories and Services"
	Waterplay Solutions Corp.	010521-WTR	"Playground and Water Play Equipment with Related Accessories and Services"
	Hussey Seating Company	091719-HSC	"Event Seating and Staging Solutions with Related Accessories and Services"
NEW IDIQ CONTRACTS			
	Company Name	Contract Number	Region - Type of Work
	None		
IDIQ Contract Extensions			
	Company Name	Contract Number	
	Diamond Ridge Development Corporation	AZ-R2-GC-082522-DRD	
	Dallago Corporation	AZ-R5-HVAC-082522-DCO	
	Dallago Corporation	AZ-R5-PLUM-082522-DCO	
	Jim Brown and Sons Roofing Co., Inc.	AZ-R4-R-082522-JBS	
	Loven Contracting, Inc.	AZ-R5-GC-082522-LOV	
	Diamond Ridge Development Corporation	AZ-R1-GC-082522-DRD	
	Henderson Building Solutions, LLC	AZ-R3-GC-082522-HBS	
	Jim Brown and Sons Roofing Co., Inc.	AZ-R5-R-082522-JBS	
	Pueblo Mechanical and Controls, LLC	AZ-R2-HVAC-082522-PME	
	Diversified Maintenance Systems, Inc.	AZ-R4-GC-082522-DIV	
	Alco Building Solutions	AZ-R2-E-082522-ABU	
	Pueblo Mechanical and Controls, LLC	AZ-R2-PLUM-082522-PME	

APPENDIX A Continued

Pueblo Mechanical and Controls, LLC	AZ-R4-PLUM-082522-PME	
RYTAN Construction	AZ-R2-GC-082522-RYT	
Interstate Mechanical Corporation	AZ-R2-HVAC-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R1-GC-082522-JBS	
Diversified Maintenance Systems, Inc.	AZ-R2-GC-082522-DIV	
Interstate Mechanical Corporation	AZ-R4-HVAC-082522-IMC	
Interstate Mechanical Corporation	AZ-R2-PLUM-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R3-GC-082522-JBS	
Loven Contracting, Inc.	AZ-R4-GC-082522-LOV	
Alco Building Solutions	AZ-R3-E-082522-ABU	
Diversified Maintenance Systems, Inc.	AZ-R5-GC-082522-DIV	
Pueblo Mechanical and Controls, LLC	AZ-R1-HVAC-082522-PME	
Alco Building Solutions	AZ-R4-E-082522-ABU	
Dallago Associates	AZ-R5-FLS-082522-DCO	
Alco Building Solutions	AZ-R5-E-082522-ABU	
Henderson Building Solutions, LLC	AZ-R4-GC-082522-HBS	
Interstate Mechanical Corporation	AZ-R3-HVAC-082522-IMC	
Interstate Mechanical Corporation	AZ-R3-PLUM-082522-IMC	
Henderson Building Solutions, LLC	AZ-R5-GC-082522-HBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R3-R-082522-JBS	
Loven Contracting, Inc.	AZ-R2-GC-082522-LOV	
Pueblo Mechanical and Controls, LLC	AZ-R4-HVAC-082522-PME	
Pueblo Mechanical and Controls, LLC	AZ-R1-PLUM-082522-PME	
Alco Building Solutions	AZ-R1-E-082522-ABU	
AXIOS Builders LLC	AZ-R4-GC-082522-AXI	
Diversified Maintenance Systems, Inc.	AZ-R3-GC-082522-DIV	
Interstate Mechanical Corporation	AZ-R5-HVAC-082522-IMC	
Interstate Mechanical Corporation	AZ-R4-PLUM-082522-IMC	
Pueblo Mechanical and Controls, LLC	AZ-R3-HVAC-082522-PME	
AXIOS Builders LLC	AZ-R3-GC-082522-AXI	
RYTAN Construction	AZ-R5-GC-082522-RYT	
Pueblo Mechanical and Controls, LLC	AZ-R3-PLUM-082522-PME	
Pueblo Mechanical and Controls, LLC	AZ-R5-PLUM-082522-PME	
RYTAN Construction	AZ-R1-GC-082522-RYT	
RYTAN Construction	AZ-R4-GC-082522-RYT	
Diversified Maintenance Systems, Inc.	AZ-R1-GC-082522-DIV	
Interstate Mechanical Corporation	AZ-R1-HVAC-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R5-GC-082522-JBS	
Loven Contracting, Inc.	AZ-R1-GC-082522-LOV	
Loven Contracting, Inc.	AZ-R3-GC-082522-LOV	
Diamond Ridge Development Corporation	AZ-R3-GC-082522-DRD	
Interstate Mechanical Corporation	AZ-R1-PLUM-082522-IMC	
Interstate Mechanical Corporation	AZ-R5-PLUM-082522-IMC	
Jim Brown and Sons Roofing Co., Inc.	AZ-R2-GC-082522-JBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R4-GC-082522-JBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R1-R-082522-JBS	
Jim Brown and Sons Roofing Co., Inc.	AZ-R2-R-082522-JBS	
Pueblo Mechanical and Controls, LLC	AZ-R5-HVAC-082522-PME	
RYTAN Construction	AZ-R3-GC-082522-RYT	



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #082923
Entitled

Ag Tractors with Related Attachments, Accessories, and Supplies

The following advertisement was placed July 11, 2023 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, July 12, 2023 in Oregon's *Daily Journal of Commerce*, and July 11 and July 18, 2023 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

AGCO Corporation	MAZIO ATTACHMENTS, LLC
Bad Boy, Inc.	McCormick North America
Buening Implement	Mecalac North America, LLC
CHAVES BROTHERS MANAGEMENT, LLC	Niemuth Implement Co., Inc.
CLAAS of America, Inc.	Pillar Equipment
CNH Industrial America, LLC	PWXPress
Davis Village Solutions, LLC	Reid Enterprises
Deere & Company	Salford Group, Inc.
Energreen America, Inc.	Solectrac, Inc.
FSR Consulting, LLC dba Cirrus Systems	South Side Sales & Service, Inc.
Hoyer Outdoor Equipment, Inc.	STEC EQUIPMENT
JCB, Inc.	Sunbelt Rentals, Inc.

JES Equipment Solutions, LLC	Trimax Mowing Systems, Inc.
Kubota Tractor Corporation	Yanmar America Corporation

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on August 29, 2023 at 4:31:10 pm CT. Proposals were received from the following:

AGCO Corporation
 CHAVES BROTHERS MANAGEMENT, LLC
 CLAAS of America, Inc.
 CNH Industrial America, LLC
 Deere & Company
 Kubota Tractor Corporation
 Salford Group, Inc.
 Solectrac, Inc.
 STEC EQUIPMENT
 Yanmar America Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Supervisor
 Greg Grunig, MS, Procurement Lead Analyst
 Craig West, Procurement Analyst
 Nick Scholer, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Salford Group, Inc., fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

AGCO Corporation manufactures tractors, combines, self-propelled sprayers, hay tools, forage equipment, seeding and tillage equipment, implements, and grain storage and protein production systems marketed under various brands including Challenger, Fendt, Hesston, and Massey Ferguson. Their sales force and dealer network with 791 locations cover and serve the United States and Canada. AGCO's offerings include CVT transmissions that do not utilize clutch packs. They also offer Sourcewell participating entities a solid discount off MSRP pricing.

CNH Industrial America, LLC offers an extensive variety of tractors, combines, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment. With their sales force and authorized dealer network of 1546 locations, they cover all of the United States and Canada. CNH Industrial America also offers biodiesel compatibility and methane powered equipment options. They are offering a competitive discount off MSRP pricing to Sourcewell participating entities.

Deere & Company provides a wide selection of products including tractors, combines, attachments, implements, rotary cutters, hay and forage equipment, tillage, sprayers, and planting and seeding equipment. They have an extensive dealer network of over 1700 locations in the United States and Canada that will sell and service to all

Sourcewell participating entities. Deere & Company’s solutions feature precision technologies that allow for reduced input costs, increased yields, and smoother operation. They are offering Sourcewell participating entities a substantial discount off their MSRP pricing.

Kubota Tractor Corporation offers a wide variety of tractors, implements, attachments, and hay tools. Their sales force and certified dealer network of over 1250 locations cover and service all of the United States and Canada. Kubota Tractor Corporation incorporates information and communications technology in their approach to precision farming to improve cost and production efficiency. They are offering Sourcewell participating entities a solid discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #082923 to:

AGCO Corporation	#082923-AGCO
CNH Industrial America, LLC	#082923-CNH
Deere & Company	#082923-DAC
Kubota Tractor Corporation	#082923-KBA

The preceding recommendations were approved on October 3, 2023.

DocuSigned by:

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 James Voelker, CPCM, CFCM, Procurement Supervisor

DocuSigned by:

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 Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:

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 Craig West, Procurement Analyst

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 Nick Scholer, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #082923 for Ag Tractors with Related Attachments, Accessories, and Supplies**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

Title: Ag Tractors with Related Attachments, Accessories, and Supplies

Agency: Sourcewell

Division: Procurement Department

Contract Number: 082923

CR Number: 2099876

Contract Term: 4 years

Date of Issue: 07/11/2023

Due Date/Time: 08/29/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Agriculture, Forestry, Gardening, Landscaping, Lawn Maintenance & Snow Removal
- *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Case New Holland

Deere and Company

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2520416, AG TRACTORS WITH RELATED ATTACHMENTS, ACCESSORIES,
State of OR }

County of Multnomah }

} SS:
}

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Public Notice Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:

AG TRACTORS WITH RELATED ATTACHMENTS, ACCESSORIES,
SOURCEWELL

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:

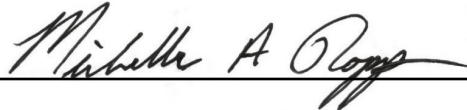
07/12/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

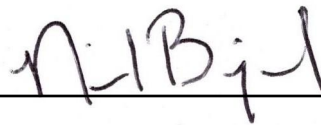
SIGNED OR ATTESTED BEFORE ME ON 13th day of July 2023

By:



Michelle A. Ropp

By:



Nick Evan Bjork
Notary Public, State of OR
No. 995746

My commission expires on January 12, 2024

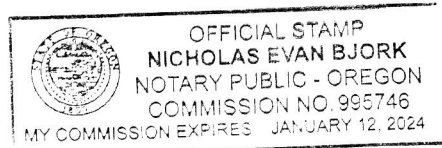


EXHIBIT A

SOURCEWELL AG TRACTORS WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

**Proposals due 4:30 pm,
August 29, 2023**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Jul. 12, 2023. 2520416

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Carol Jackson
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA


The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

07/11/2023, 07/18/2023

and that the fees charged are legal.
Sworn to and subscribed before on 07/18/2023

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

7/11/23, 7/18/23 9032928



Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$37.95

Order No: 9032928

Customer No: 727698

PO #:

of Copies:

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VICKY FELTY
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State of Wisconsin



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 Tri-City Herald
 Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
34474	441480	Print Legal Ad-IPL01303740 - IPL0130374		\$160.64	1	18 L

Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

carol.jackson@sourcwell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Ag Tractors with Related Attachments, Accessories, and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcwell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0130374
 Jul 11 2023

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
 07/11/23

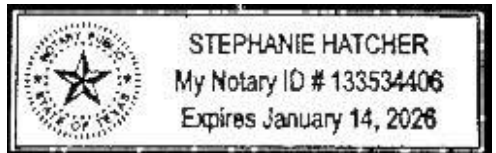
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 11th day of July in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
 Legal document please do not destroy!

US TRACK AND FIELD CHAMPIONSHIPS WINNERS AND LOSERS

Richardson shines, Eagles WR so

Tyler Dragon

USA TODAY

The country's best track and field athletes convened at Hayward Field in Eugene, Oregon, for the USATF Championships. All the athletes were competing for a chance to advance to the world championships in Budapest, Hungary, on Aug. 19-27.

Eleven athletes earned a bye into the world championships because they are reigning champions, but the competition to earn a trip to Hungary was fierce throughout the four-day showcase Thursday to Sunday. There was a surprising champion in the men's 100 meters, Sydney McLaughlin-Levrone dazzled in a new event and Sha'Carri Richardson is running in top form.

USA TODAY Sports recaps the winners and losers:

WINNERS

Sha'Carri Richardson: Sha'Carri Richardson went undefeated through the rounds in the women's 100, including running a personal-best 10.71 seconds to start the competition. In the 100 final, Richardson took off her wig as she was introduced. Then she proceeded to show why she's the fastest woman in the country this year.

After a subpar start, Richardson ran by all the runners and ran through the line at 10.82 to win.

Richardson will be vying for her first-ever world title. She's currently ranked No. 2 in the world this year behind Jamaica's Shericka Jackson (10.65).

"As long as she continues on the path



Sha'Carri Richardson battles the field and the finish tape on her way to victory in the women's 100 meters.

CHRIS PIETSCH/THE EUGENE REGISTER-GUARD

that she's been on in 2023, I think she is one of the favorites for worlds," NBC Sports track and field analyst Ato Boldon said of Richardson to USA TODAY Sports.

Richardson also placed second in the 200.

Cravont Charleston: Cravont Charleston pulled off a huge upset to win his first-ever US title in the men's 100. The 25-year-old sprinter crossed the line with a time of 9.94 to narrowly defeat Christian Coleman, who posted a 9.95.

Charleston, Coleman and Noah Lyles will join Fred Kerley, who had a bye into the world championships, to form a formidable American 100-meter group headed Budapest.

Sydney McLaughlin-Levrone: New event, no problem for Sydney McLaugh-

lin-Levrone. The 400-meter hurdle Olympic champion, world champion and world record-holder ditched the hurdles and decided to run the 400 this year. Thus far it's been a seamless transition.

McLaughlin-Levrone dominated the 400 final. She led the entire race and crossed the line with a personal-best and world-leading time of 48.74, also a meet record.

Noah Lyles: American 200 record-holder Noah Lyles was rewarded a bye in his primary event because he's the reigning 200 world champion. In Budapest, Lyles has an opportunity to pull off the prestigious sprint double.

Lyles qualified in the men's 100 after finishing third with a time of 10.00.

"The male track and field star in this country is Noah Lyles," Boldon said. "He's a world champion and he's broken the American record (in the 200) on home soil. Noah has earned his place."

Vashti Cunningham: Vashti Cunningham won her sixth consecutive outdoor title in the women's high jump. She leaped 6 feet, 3 1/4 inches to win the event.

Ryan Crouser: The men's shot put was a competition for second place because Ryan Crouser was competing with himself for gold. Crouser tossed 75 feet even to win the event. He won by nearly 2 1/2 feet.

Gabby Thomas: Gabby Thomas made amends for placing eighth in the 200 at the 2022 national championships.

Running on the same track, Thomas blazed around the turn and accelerated down the home stretch to win the wom-

Byron nails rain gamble for fourth 2023 Cup win

Reid Spencer

NASCAR Wire Service

Special to RACER/USA TODAY Network

Neither an early spin nor damage to his No. 24 Chevrolet could prevent William Byron from winning Sunday

Byron hardly looked like a winner after spinning through the grass on lap 80 and losing a lap getting to pit road. But the 25-year-old from Charlotte, North Carolina, regained the lost circuit as the beneficiary under caution for Kyle Larson's spin on lap 92.

USMNT survives c

Seth Vertelney

Pro Soccer Wire | USA TODAY Network

The U.S. men's soccer team reached the Gold Cup semifinals in wild fashion, defeating Canada on penalties in a game that started slow but descended into classic Concacaf chaos by the end.

The match would finish 2-2 after 120 minutes after the USMNT and Canada trade goals late in regulation

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Opportunity Notice
Ag Tractors with Related Attachments, Accessories, and Supplies

Category: Services

Potential vendors (bidders) may view the bid package here.

View Bid Package

Opportunity Information

Organization: Saskatchewan
Organization Address:
Reference Number: RFP082923
Solicitation Number: RFP082923
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 07/13/2023
Closing (MM/dd/yyyy): 08/29/2023
Last Update (MM/dd/yyyy): 07/13/2023
Agreement Type: NWPTA and CFTA and CETA
Region of Opportunity:
Region of Delivery: Saskatchewan
Opportunity Type:
Commodity Codes:

Response Submission:

Response Contact:

Response Specifics:

Opportunity Description:

The competition detail and documents are currently available at
https://sasktenders.ca/Content/Public/Search.aspx?CompetitionNumber=RFP082923

The Saskatchewan Association of Rural Municipalities (SARM) has established a purchasing relationship with Sourcewell, based in Staples Minnesota, through the Canoe Procurement Group of Canada. The relationship is intended to provide access to selected Sourcewell openly competed for contracts, to Canoe Procurement Group of Canada's represented associations, which include SARM and its members, rural and urban local governmental organizations located in all provinces and territories in Canada. SARM's members, the 296 rural municipalities of Saskatchewan are listed here:
http://sarm.ca/about/members-map

This opportunity is subject to copyright. Please contact the originating Jurisdiction for more information.

Origin System URL:

https://sasktenders.ca

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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

Bid Type **RFP**

Bid Number **082923**

Title **Ag Tractors with Related Attachments, Accessories, and Supplies**

Start Date **Jul 11, 2023 8:20:21 AM CDT**

End Date **Aug 29, 2023 5:30:00 PM CDT**

Agency **Sourcewell**

Bid Contact **Tara Wolff**
 (218) 541-5362
 rfw@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
 [Notification report] [Access report]

Questions

0 Questions
 0 Questions
 [View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal, government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Aug 2, 2023 10:00:00 AM CDT**

Location **Online Conference**

Notes **Login information will be emailed two business days prior to the event.**

Documents




No Documents for this bid

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

<p>Bid Classification: Bid Type: Bid Number: Bid Name: Bid Status: Bid Closing Date: Question Deadline: Electronic Auctions: Language for Bid Submissions: Submission Type: Submission Address: Public Opening: Public Opening Address: Description:</p>	<p>Goods RFP - General RFP 082923 Ag Tractors with Related Attachments, Accessories, and Supplies Open Tue Aug 29, 2023 4:30:00 PM (CDT) Mon Aug 21, 2023 4:30:00 PM (CDT) Not Applicable English unless specified in the bid document Online Submissions Only Online Submissions Only Yes See RFP and FAQ documents for details. Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.</p>
<p>Bid Document Access:</p>	<p>Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p>
<p>Categories:</p>	<p>Show Categories [+]</p>

 Submit a Question
 Register for this Bid
 Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday August 2, 2023 10:00 AM (CDT)	No	

OPEN

Ag Tractors with Related Attachments, Accessories, and Supplies

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
August 2, 2023 at 10:00 am CDT

Proposals Due:
August 29, 2023 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)

- ➔ Publish
- Bid Announcements
- Doc. Taker's List

Bidding Type 1 Bid Notice Only

Publish / Verify Contents Save as Template

Solicitation Setting ^

- Invite Bidders No
- Evaluate Response online No
- Internal Approval No
- Enable Collaboration with other Users No

Solicitation Details ^

Mandatory Information			
Solicitation Type	RFP	Solicitation Number	082923
Solicitation Name	Ag Tractors with Related Attachments, Accessories, and Supplies	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)	
Procurement Title/Project Name	082923 Ag Tractors

Advertisement ^

Basic Settings			
Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	07/11/2023	Closing Date & Time	08/29/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

- Selected Categories**
- Agricultural/ Forestry/ Mining
 - Agricultural Equipment Irrigation systems, harvesters, bailers, farming equipment, etc. tractors, aquaculture equipment



Solicitation Overview

Ag Tractors with Related Attachments, Accessories, and Supplies

082923

Closing Date: 08/29/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$800,000,000.00 (Not shown to suppliers)
Reference Number 0000251762
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 082923
Title Ag Tractors with Related Attachments, Accessories, and Supplies
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2023/07/11 09:11:33 AM EDT
Question Acceptance Deadline 2023/08/21 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2023/08/29 05:30:00 PM EDT

Prebid Conference 2023/08/02 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2023/08/02 11:00:00 AM EDT
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

Categories

Selected Categories

UNSPSC Categories (5)	
21000000	Farming and Fishing and Forestry and Wildlife Machinery and Accessories
21100000	Agricultural and forestry and landscape machinery and equipment
21101500	Agricultural machinery for soil preparation
21101600	Agricultural machinery for planting and seeding
21101700	Agricultural machinery for harvesting
21101800	Dispersing and spraying appliances for agriculture
21101900	Poultry and livestock equipment
GSIN Category (1)	
G	Goods Goods
N24	Tractors Tractors
N2400	TRACTORS Tractors
MERX Category (1)	
G	Goods Goods
G19	Machinery and Tools Machinery and Tools



RFP #082923
REQUEST FOR PROPOSALS
for
Ag Tractors with Related Attachments, Accessories, and Supplies

Proposal Due Date: August 29, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 29, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	July 11, 2023
Pre-proposal Conference:	August 2, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	August 21, 2023, 4:30 p.m., Central Time
Proposal Due Date:	August 29, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 29, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Ag Tractors with Related Attachments, Accessories, and Supplies. A Proposer's offering must include one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50. A Proposer's offering may also include related attachments, accessories, and supplies, including but not limited to the following:

- a. Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment;
- b. Proposers may also include 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; and,
- c. Proposers may also include related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s) as described in Section II. B. 1 above.

2. The primary focus of this solicitation is on Ag Tractors with Related Attachments, Accessories, and Supplies. This solicitation should NOT be construed to include:

- a. Agriculture services; and,
- b. Attachment, accessory, and/or supply only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Grounds Maintenance Equipment, Attachments, and Accessories with Related Services (RFP #031121);
- b. Public Utility Equipment with Related Accessories, and Supplies (RFP #110421);
- c. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #011723);
- d. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #020223); and,
- e. Portable Construction Equipment with Related Accessories, and Attachments (RFP #020923).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all

included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price

(MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;

- A sales and service network ensuring availability and coverage for Participating Entities' use; and
- Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;

- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification

citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.