DATE: January 10, 2023

TO: Mayor and Council Members

FROM: Public Works Department

SUBJECT: Cooperative Purchase Agreement with PB Loader Corporation for the Purchase one (1) Asphalt Patch Truck

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve a cooperative purchase agreement with PB Loader Corporation (PB Loader) for the purchase of one (1) Asphalt Patch Truck in accordance with the Sourcewell Cooperative Purchase Agreement (Sourcewell Contract 080521-PBL), in the amount of $401,664.46 [Air Quality Management District (AQMD) Fund]; and
2. Adopt a resolution amending the Fiscal Year 2022-2023 Budget to fund the purchase of an asphalt patch truck.

BACKGROUND:
The City of Inglewood receives funds from the State Department of Motor Vehicles through the South Coast Air Quality Management District (AQMD). These funds are provided annually for the purpose of improving air quality through eligible emission reductions programs. In previous years, these funds have been used by the Public Works Department Fleet Services Division (Fleet Division) to replace older vehicles in the City’s fleet. AQMD funds are specifically designated for the purpose of purchasing low-emission vehicles, trucks or equipment that meet the requirement for use of the funds.

DISCUSSION:
The Fleet Division is requesting the use of AQMD funds to purchase one (1) asphalt patch truck to replace the 2007 GMC truck that is no longer working. The Asphalt patch truck is a piece of heavy equipment that is essential for the Public Works Department Street Division to perform maintenance on City streets. Fleet Staff has evaluated the option to repair the patch truck, but the truck is at the end of its life cycle, due to no parts production support.

On June 17, 2021, a Public Notice of Request for Proposals (RFP) was published by Sourcewell for RFP No. 080521. On October 5, 2021, PB Loader established an agreement with Sourcewell (Sourcewell contract 080521-PBL), which gives the vendor access to distribute goods and services such as heavy equipment. This agreement allows agencies to acquire equipment under the same terms and conditions. As a participating entity of Sourcewell, the City is authorized to
acquire goods and services under the same terms and conditions using any cooperative contract within the Sourcewell membership.

To complete the replacement of the equipment, a total of $401,665 is being requested to purchase the patch truck. PB Loader carries the desired truck and has a competitively bid contract through the Sourcewell Cooperative Purchase Agreement, which allows other government agencies to purchase vehicles using the same pricing, terms, and conditions.

The City is able to make purchases utilizing another government entity contract based on the exception to competitive bidding authorized by Inglewood Municipal Code, Section 2-198.1, which states the following:

Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:

(e) Cooperative Purchases. Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term cooperative governmental purchase program means any combination between the City and any other public agency or public agencies for the joint purchase of goods and/or services.

The Fleet Division also requests authorization to adopt a resolution amending the current fiscal year budget to fund the purchase of an asphalt patch truck, in the amount of $401,665.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Upon City Council approval of the cooperative purchase agreement and adoption of the resolution, sufficient funds in the amount of $401,665 will be available in the Fiscal Year 2022-2023 Budget under Account Code No. 064.060.6080.67000.00 (AB2766 (AQMD) FUND – Public Works – Fleet Maintenance and Transit Services – Equipment and Machinery) for issuance of a purchase order.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – PB Loader/Sourcewell Agreement 080521-PBL
Supporting documentation is available under the following link:
https://www.sourcewell-mn.gov/cooperative-purchasing/080521-pbl#tab-contract-documents
Attachment No. 2 – Budget Resolution
Attachment No. 3 – PB Loader Quote
Attachment No. 4 – PB Loader Certificate of Insurance
Mayor and Council Members
Cooperative Purchase Agreement to Purchase one (1) Asphalt Patch Truck
January 10, 2023

PREPARED BY:
Clifton Pate, Fleet Services Superintendent
Amber Haley, Management Assistant

COUNCIL PRESENTER:
Louis A. Atwell, P.E., Public Works Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL: Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: Artie Fields, City Manager
Attachment No. 1
Sourcewell/PB Loader
Contract 080521-PBL
Agreement Documents
Contract Documentation

- Contract
- Request for Proposal (RFP)
- Proof of Publication
- Proposal Opening Record
- Proposal Evaluation
- Comment & Review
- Board Resolutions
Contract
Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (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 Roadway Maintenance Equipment 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.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. 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. 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:
• Maintenance and management of this Contract;
• Timely response to all Sourcewell and Participating Entity inquiries; and
• Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, 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 Sourcewell 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;
• Sourcewell Assigned Entity/Participating Entity Number;
• Item Purchased Description;
• Item Purchased Price;
• Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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 Agreement 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, stored, used, 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. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. 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, Sourcwell 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 Sourcwell 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 Sourcwell 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.

Rev. 3/2021
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-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 Sourcwell 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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell 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 Sourcwell 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.


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.

Rev. 3/2021
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.


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 not 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 an 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

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell 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.

Sourcewell

By: [Signature]
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:33 PM CDT

PB Loader Corporation

By: [Signature]
Jason Thompson
Title: President
Date: 10/5/2021 | 3:34 PM CDT

Approved:

By: [Signature]
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:47 PM CDT
RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name: PB Loader Corporation
Address: 5778 W Barstow Ave.
Contact: Jason Thompson
Email: jthompson@pbloader.com
Phone: 559-273-0006
HST#: 77-0307955

Submission Details

Created On: Tuesday July 06, 2021 18:23:44
Submitted On: Thursday August 05, 2021 14:04:49
Submitted By: Jason Thompson
Email: jthompson@pbloader.com
Transaction #: 82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address: 12.22.224.114
**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).

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as &quot;Supplier&quot;)</td>
<td>PB Loader Corporation</td>
</tr>
<tr>
<td>2</td>
<td>Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.</td>
<td>n/a</td>
</tr>
<tr>
<td>3</td>
<td>Identify all applicable assumed names or DBA names of the Proposer or Proposer’s subsidiaries in Line 1 or Line 2 above.</td>
<td>n/a</td>
</tr>
<tr>
<td>4</td>
<td>Proposer Physical Address:</td>
<td>5778 W Barstow Ave, Fresno, CA 93722</td>
</tr>
<tr>
<td>5</td>
<td>Proposer website address (or addresses):</td>
<td><a href="http://www.pbloader.com">www.pbloader.com</a></td>
</tr>
<tr>
<td>6</td>
<td>Proposer’s Authorized Representative (name, title, address, email address &amp; 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):</td>
<td>Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, <a href="mailto:jthompson@pbloader.com">jthompson@pbloader.com</a>, cell: 559-273-0006</td>
</tr>
<tr>
<td>7</td>
<td>Proposer’s primary contact for this proposal (name, title, address, email address &amp; phone):</td>
<td>Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, <a href="mailto:jthompson@pbloader.com">jthompson@pbloader.com</a>, cell: 559-273-0006</td>
</tr>
<tr>
<td>8</td>
<td>Proposer’s other contacts for this proposal, if any (name, title, address, email address &amp; phone):</td>
<td>Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, <a href="mailto:ssmith@pbloader.com">ssmith@pbloader.com</a>, Tel: 559-277-7370, Cell: 559-999-5148, Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, <a href="mailto:mmunoz@pbloader.com">mmunoz@pbloader.com</a>, Tel: 559-277-7370, Cell: 661-342-1755, Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, <a href="mailto:mputnam@pbloader.com">mputnam@pbloader.com</a>, Tel: 559-277-7370, Cell: 559-304-1024</td>
</tr>
</tbody>
</table>

**Table 2: Company Information and Financial Strength**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>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.</td>
<td>PB Loader Corporation began operation in 1984 with the invention of the PB Front Loader and the potter patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.</td>
</tr>
</tbody>
</table>

Bid Number: RFP 080521

Vendor Name: PB Loader Corporation
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>What are your company’s expectations in the event of an award?</td>
<td>We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer... and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying... We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts, Light, Medium, and Heavy Duty Dump Bodies, Custom Bodies, Flatbed and platform bodies, Arbor Bodies, Contractor Flatbeds, Air Compressors, Dumping Flatbeds, Cargo Bodies, Chipper Bodies, Landscape Bodies, Standard &amp; Mechanic Service Bodies, Liftgates, Chassis, Message Board &amp; Light Trailers, Mechanic Truck Cranes, Numerous Body &amp; Equipment Accessories, Truck Windshields, Truck Generators &amp; Inverters. We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.</td>
</tr>
<tr>
<td>Demonstrate your financial strength and stability with meaningful data. This could include 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.</td>
<td>11 PB Loader has been in business since the 1950’s making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.</td>
</tr>
<tr>
<td>What is your US market share for the solutions that you are proposing?</td>
<td>2016 Loader = 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.</td>
</tr>
<tr>
<td>What is your Canadian market share for the solutions that you are proposing?</td>
<td>13 We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.</td>
</tr>
<tr>
<td>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</td>
<td>14 No, we have never petitioned for bankruptcy protection.</td>
</tr>
<tr>
<td>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?</td>
<td>15 PB Loader is best described as a manufacturer who works through a network of dealers along with our sales staff to sell our product. We have 28 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts &amp; Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.</td>
</tr>
<tr>
<td>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.</td>
<td>16 PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.</td>
</tr>
<tr>
<td>Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.</td>
<td>17 PB Loader has never had any suspension or debarments applied.</td>
</tr>
</tbody>
</table>
### Table 3: Industry Recognition & Marketplace Success

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Describe any relevant industry awards or recognition that your company has received in the past five years.</td>
<td>National Truck Equipment Association (NTEA) – MVP Member. Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.</td>
</tr>
<tr>
<td>19</td>
<td>What percentage of your sales are to the governmental sector in the past three years?</td>
<td>The year-over-year numbers are consistent at 99% Government (State, County, and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.</td>
</tr>
<tr>
<td>20</td>
<td>What percentage of your sales are to the education sector in the past three years?</td>
<td>Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.</td>
</tr>
<tr>
<td>21</td>
<td>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?</td>
<td>PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.</td>
</tr>
<tr>
<td>22</td>
<td>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?</td>
<td>Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.</td>
</tr>
</tbody>
</table>

### Table 4: References/Testimonials

#### Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Contact Name</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Los Angeles</td>
<td>Ray Perez</td>
<td>323-526-0221</td>
</tr>
<tr>
<td>City of Colorado Springs</td>
<td>Michael Shiffl Jr.</td>
<td>719-385-8711</td>
</tr>
<tr>
<td>County of San Diego</td>
<td>Jim Whitlock</td>
<td>619-706-0110</td>
</tr>
<tr>
<td>County of Fresno</td>
<td>Mike Downing</td>
<td>559-650-7528</td>
</tr>
<tr>
<td>City of Tucson</td>
<td>Jerry Robles</td>
<td>520-832-4802</td>
</tr>
</tbody>
</table>

### Table 5: Top Five Government or Education Customers

#### Line Item 24. 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 volume from the past three years.

<table>
<thead>
<tr>
<th>Entity Name</th>
<th>Entity Type</th>
<th>State / Province</th>
<th>Scope of Work</th>
<th>Size of Transactions</th>
<th>Dollar Volume Past Three Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Los Angeles</td>
<td>Government</td>
<td>California - CA</td>
<td>Dump Bodies (32), Flatbed (31),</td>
<td>$50,000 to $200,000,</td>
<td>$23,689,980</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Chipper Bodies (16), Truck Mounted</td>
<td>depending on unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Loaders (11), Patchers (5), Utility</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodies (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County of Fresno</td>
<td>Government</td>
<td>California - CA</td>
<td>Loaders (8), Dump Bodies (4), Patchers (1)</td>
<td>$50,000 to $200,000,</td>
<td>$5,074,354</td>
</tr>
<tr>
<td>City of Ontario</td>
<td>Government</td>
<td>California - CA</td>
<td>Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)</td>
<td>$50,000 to $200,000,</td>
<td>$2,617,946</td>
</tr>
<tr>
<td>County of San Diego</td>
<td>Government</td>
<td>California - CA</td>
<td>Truck Mounted Loaders (11), Message Board Trailers (5), Patchers (3), Sprayers (2)</td>
<td>$50,000 to $200,000,</td>
<td>$2,124,900</td>
</tr>
<tr>
<td>City of Portland</td>
<td>Government</td>
<td>Oregon - OR</td>
<td>Patchers (5)</td>
<td>$50,000 to $200,000,</td>
<td>$859,875</td>
</tr>
</tbody>
</table>

### 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 25.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Bid Number: RFP 080521

Vendor Name: PB Loader Corporation
Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method.

Each team member listed below is committed to growing our company revenue through Sourcewell.

Our team consists of twenty-two (22) sales and support professionals:

Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country.

Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support.

One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers.

One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs.

One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises.

One (1) Trade Show Support who provides extra sales assistance at booths and other event functions.

We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs.

We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside.

The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.

PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map.

We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada.

Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFNA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.

The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities.

The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage.

We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit.

PB Loader utilizes its service team that can be sent around the country to support our dealers and end users.

Our dealer network has a total of 268 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference.

Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.

Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.
<p>| | |</p>
<table>
<thead>
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<th></th>
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<tbody>
<tr>
<td><strong>20</strong></td>
<td><strong>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.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>We also have a free lifetime replacement program for our manuals and all instruction/safety decals.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involved in rectifying the problem, solutions develop quicker and response times are improved.</strong></td>
</tr>
<tr>
<td><strong>30</strong></td>
<td><strong>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.</strong></td>
</tr>
<tr>
<td><strong>31</strong></td>
<td><strong>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>We are looking forward to expanding Sourcewell procurement utilizing the new Canco platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.</strong></td>
</tr>
<tr>
<td><strong>32</strong></td>
<td><strong>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>We fully serve all geographic areas within North America.</strong></td>
</tr>
<tr>
<td><strong>33</strong></td>
<td><strong>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?</strong></td>
</tr>
<tr>
<td></td>
<td><strong>We fully serve all Sourcewell participating entities within North America.</strong></td>
</tr>
<tr>
<td><strong>34</strong></td>
<td><strong>Describe any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.</strong></td>
</tr>
<tr>
<td>Line Item</td>
<td>Question</td>
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<tr>
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</tr>
<tr>
<td>35</td>
<td>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.</td>
</tr>
<tr>
<td>36</td>
<td>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</td>
</tr>
<tr>
<td>37</td>
<td>In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</td>
</tr>
<tr>
<td>38</td>
<td>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.</td>
</tr>
<tr>
<td>Line Item</td>
<td>Question</td>
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<td>-------------------------------------------------------------------------</td>
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<tr>
<td>39</td>
<td>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details such as whether training is standard or optional, who provides training, and any costs that apply.</td>
</tr>
<tr>
<td>40</td>
<td>Describe any technological advances that your proposed products or services offer.</td>
</tr>
<tr>
<td>41</td>
<td>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.</td>
</tr>
<tr>
<td>42</td>
<td>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-graide), or other green/sustainability factors. We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.</td>
</tr>
<tr>
<td>43</td>
<td>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.</td>
</tr>
<tr>
<td>44</td>
<td>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?</td>
</tr>
</tbody>
</table>

Bid Number: RFP 080521
Vendor Name: PB Loader Corporation
Table 9A: 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.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>45</td>
<td>Do your warranties cover all products, parts, and labor?</td>
<td>Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.</td>
</tr>
<tr>
<td>46</td>
<td>Do your warranties impose usage restrictions or other limitations that adversely affect coverage?</td>
<td>No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.</td>
</tr>
<tr>
<td>47</td>
<td>Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?</td>
<td>PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.</td>
</tr>
<tr>
<td>48</td>
<td>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?</td>
<td>In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.</td>
</tr>
<tr>
<td>49</td>
<td>Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issued typically passed on to the original equipment manufacturer?</td>
<td>Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.</td>
</tr>
<tr>
<td>50</td>
<td>What are your proposed exchange and return programs and policies?</td>
<td>Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.</td>
</tr>
<tr>
<td>51</td>
<td>Describe any service contract options for the items included in your proposal.</td>
<td>PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.</td>
</tr>
</tbody>
</table>

Table 9B: Performance Standards or Guarantees

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

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>52</td>
<td>Describe any performance standards or guarantees that apply to your services</td>
<td>We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.</td>
</tr>
<tr>
<td>53</td>
<td>Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)</td>
<td>We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.</td>
</tr>
</tbody>
</table>

Table 10: Payment Terms and Financing Options

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response *</th>
</tr>
</thead>
<tbody>
<tr>
<td>54</td>
<td>Describe your payment terms and accepted payment methods.</td>
<td>Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.</td>
</tr>
<tr>
<td>55</td>
<td>Describe any leasing or financing options available for use by educational or governmental entities.</td>
<td>For any customers seeking finance or leasing options, we partner with NCL Government Capital.</td>
</tr>
<tr>
<td>56</td>
<td>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.</td>
<td>Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.</td>
</tr>
<tr>
<td>57</td>
<td>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?</td>
<td>We accept P-card payments with no additional processing fee.</td>
</tr>
</tbody>
</table>
### Table 11: Pricing and Delivery

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

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response*</th>
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</thead>
<tbody>
<tr>
<td>58</td>
<td>Describe your pricing model (e.g., line-item discounts or product-category discounts), Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</td>
<td>See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.</td>
</tr>
<tr>
<td>59</td>
<td>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.</td>
<td>We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.</td>
</tr>
<tr>
<td>60</td>
<td>Describe any quantity or volume discounts or rebate programs that you offer.</td>
<td>In addition to the initial 10% discount to Sourcewell members, we also offer a 5% quantity discount for orders of six (6) or more units excluding chassis.</td>
</tr>
<tr>
<td>61</td>
<td>Propose a method of facilitating &quot;sourced&quot; products or related services, which may be referred to as &quot;open market&quot; items or &quot;nonstandard options&quot;. 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.</td>
<td>We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.</td>
</tr>
<tr>
<td>62</td>
<td>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 pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</td>
<td>We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.</td>
</tr>
<tr>
<td>63</td>
<td>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery programs.</td>
<td>Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rates.</td>
</tr>
<tr>
<td>64</td>
<td>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</td>
<td>For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.</td>
</tr>
<tr>
<td>65</td>
<td>Describe any unique distribution and/or delivery methods or options offered in your proposal.</td>
<td>Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.</td>
</tr>
</tbody>
</table>

### Table 12: Pricing Offered

<table>
<thead>
<tr>
<th>Line Item</th>
<th>The Pricing Offered in this Proposal is *</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>65</td>
<td>c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.</td>
<td>To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.</td>
</tr>
</tbody>
</table>

### Table 13: Audit and Administrative Fee

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response*</th>
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<tbody>
<tr>
<td>67</td>
<td>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.</td>
<td>It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.</td>
</tr>
<tr>
<td>68</td>
<td>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.</td>
<td>Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.</td>
</tr>
<tr>
<td>69</td>
<td>Identify a proposed administrative fee that you will pay to Sourcewell for t, ink 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.)</td>
<td>Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.</td>
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</table>

### Table 14A: Depth and Breadth of Offered Equipment Products and Services
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
</table>
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbeds, message board trailers, and countless others. 

Asphalt (Pothole) Patchers

PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that.

Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch.

PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, sink patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed to keep a team on the job all of the time. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day.

Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump
Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer
Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards

Hundreds of options and custom configurations such as: (refer to catalog for complete list)

Flasher, safety
Splits bins
Tool boxes and baskets
Arrow boards
Vibratory compactors and rollers
Back up alarms and camera equipment
Air compressors
Generators
Jack hammers
Hose reels
Work decks
Water containers
Fire Extinguisher, first aid kits, triangle kits

Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer.

PB Patchers come in two formats, a "V" hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models.

Proven Features

- Heavy Duty Design
- All Hydraulic Operation
- Radiant Heat System
- Burner Systems Available in LPG, Diesel, and Electric Generator
- Fully Insulated Asphalt Container
- Hand Torch with 200,000 BTU Output
- Convenient Operator Controls
- Emulsion Spray System

Emulsion Sprayers

PB offers emulsion sprayers with more sizes and features than anyone else in the industry.

Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers' needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hoist lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations.

Truck Mounted Styles: 15-200 gallons
Trailer Mounted and Slip-In Styles: 200-700 gallons

Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters.

Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor.

Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform.

PB Truck Mounted Loaders

PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment.

PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic
yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarp, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:

PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:

PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
- Rigid and/or Fold-Down Sides
- Medium Duty Bodies
- Bobtail Bodies
- Heavy Duty Bodies
- Square Bodies
- Elliptical Bodies
- Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:

PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with Inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
- Tread Plate Floor
- Wood Deck
- Aluminum Body
- Rancher Body
- Dumping Bodies
- Stake Sides (wood, steel, aluminum)
- Various Lengths and Widths

Chipper Boxes / Landscapes / Arbor Bodies:

PB represents several brands as well as manufacture our own models. These bodies can in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and Barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:

PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:

PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:
Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swapploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems in their local markets. For example:

- Single axle from 7,500 lbs. to 24,000 lbs. capacity
- Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

- Tommy Lift Gate
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck under
  - Pump Through
- Palfinger Lift Gates
  - Cantilever
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

- Vanair
  - Under deck rotary screw compressors from 60 to 185 CFM
  - Hydraulic driven compressors from 30 to 85 CFM
  - Engine driven compressors from 30 to 85 CFM
  - All-in-One systems combines air, electric generators, welder, and hydraulic into one unit
- Sullivan-Paltek
  - Above deck skid mount, engine driven, 185 CFM
- Other brands
  - Small engine reciprocating compressor
  - Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffic Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

- Single axle 2,000 gallon
- Tandem axle 4,000 gallon

Crane:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

- Electric
- Hydraulic
- Folding, compact
- Outriggers
- Split
- Palfinger
- Venture

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKU's which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

- Whelen safety lights
- PSE Code3 Safety Lights
- Work lights and spotlights
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.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Category or Type</th>
<th>Offered*</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>72</td>
<td>Asphalt recyclers and reclaimers</td>
<td>☐ Yes</td>
<td>We are in development to produce asphalt return trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trailers and heavily competing in this market.</td>
</tr>
<tr>
<td>73</td>
<td>Patchers, seal coaters, crack sealers, and mastic and adhesive sealers</td>
<td>☐ Yes</td>
<td>We are the leading producer of track mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive markers.</td>
</tr>
<tr>
<td>74</td>
<td>Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment</td>
<td>☐ Yes</td>
<td>We do not manufacture any of these products.</td>
</tr>
<tr>
<td>75</td>
<td>Pavement marking application and removal equipment</td>
<td>☐ Yes</td>
<td>We do not manufacture any of these products.</td>
</tr>
<tr>
<td>76</td>
<td>Other</td>
<td>☐ Yes</td>
<td>We are the leading producers of track mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.</td>
</tr>
</tbody>
</table>

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

Line Item 77. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the Exceptions to Terms, Conditions, or Specifications Form immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer’s exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

<table>
<thead>
<tr>
<th>Contract Section</th>
<th>Term, Condition, or Specification</th>
<th>Exception or Proposed Modification</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>n/a</td>
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<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

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.”
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/sdntlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://www.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. - Jason Thompson, President, PB Loader Corporation

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.

Bid Number: RFP 080521 Vendor Name: PB Loader Corporation
<table>
<thead>
<tr>
<th>File Name</th>
<th>I have reviewed the below addendum and attachments (if applicable)</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum_4_Roadway_Maint_EquipRFP_080521</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Addendum_3_Roadway_Maint_EquipRFP_080521</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>Addendum_2_Roadway_Maint_EquipRFP_080521</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Addendum_1_Roadway_Maint_EquipRFP_080521_Draft</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
Request for Proposal (RFP)
RFP #080521
REQUEST FOR PROPOSALS
for
Roadway Maintenance Equipment

Proposal Due Date: August 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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.southeast-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published: June 17, 2021
Pre-proposal Conference: July 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline: July 29, 2021, 4:30 p.m., Central Time
Proposal Due Date: August 5, 2021, 4:30 p.m., Central Time
Opening: August 5, 2021, 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, 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;
- 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;
Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

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 the United States each state-level procurement department receives notice for possible re-posting.

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 Roadway Maintenance Equipment, including, equipment, attachments, accessories, and related technology designed or primarily intended for use in the maintenance of road and highway surfaces, such as:
   a. Asphalt recyclers and reclaimers;
   b. Patchers, seal coaters, crack sealers, and mastic and adhesive melters;
   c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment;
   and,
   d. Pavement marking application and removal equipment.

2. This solicitation should NOT be construed to include:
   a. Road construction equipment.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
   a. Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment, with Related Accessories and Supplies (RFP #122017)
   b. Public Utility Equipment with Related Accessories and Supplies (RFP #012418)
   c. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #080818)
   d. Trailers with Related Equipment, Accessories, and Services (RFP #121918)
   e. Heavy Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #032119)
   f. Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies (RFP #040319)
   g. Portable Construction Equipment with Related Accessories and Attachments (RFP #041719)
   h. Equipment Rental with Related Services (RFP #062320)
   i. Road Right-of-Way Maintenance Equipment (RFP #070821)
   j. Roadway Paving Equipment (RFP #TBD)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

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 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 desires 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. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.
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 $1.5 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. 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.
3. 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.
4. 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

Rev. 3/2021

Sourcewell RFP #080521
Roadway Maintenance Equipment
Page 5
(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 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.

Rev. 3/2021

Sourcewell RFP #080521
Roadway Maintenance Equipment
Page 7
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 Supplier 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.

Rev. 3/2021
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 Supplier Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcewell Procurement Portal Supplier 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 Supplier 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 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:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities’ use.
  - A proposer’s sales and service network to assure availability of product supply and coverage to meet Participating Entities’ anticipated needs.
- Total evaluation scores.
• The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, 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 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):

<table>
<thead>
<tr>
<th>Conformance to RFP Requirements</th>
<th>50</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Viability and Marketplace Success</td>
<td>75</td>
</tr>
<tr>
<td>Ability to Sell and Deliver Service</td>
<td>100</td>
</tr>
<tr>
<td>Marketing Plan</td>
<td>50</td>
</tr>
<tr>
<td>Value Added Attributes</td>
<td>75</td>
</tr>
<tr>
<td>Warranty</td>
<td>50</td>
</tr>
<tr>
<td>Depth and Breadth of Offered Equipment, Products, or Services</td>
<td>200</td>
</tr>
<tr>
<td>Pricing</td>
<td>400</td>
</tr>
<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>1000</strong></td>
</tr>
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</table>

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 no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. 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.
6/24/2021

Addendum No. 1
Solicitation Number: RFP 080521
Solicitation Name: Roadway Maintenance Equipment

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of an RFP that has been identified as not included in the equipment, products, or services of this solicitation, RFP Subsection II. B. 3. j. is revised to remove the (RFP #TBD) placeholder, and insert the actual RFP number, to read as follows:

* * * *

j. Roadway Paving Equipment (RFP #081221)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 6/24/2021, is required at the time of proposal submittal.
7/16/2021

Addendum No. 2
Solicitation Number: RFP 080521
Solicitation Name: Roadway Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Most of our governmental sales go through our dealer network. Is it acceptable to list those in our list of top 5 even though they purchased through a dealer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities and that they are willing and able to provide. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 7/16/2021, is required at the time of proposal submittal.
7/26/2021

Addendum No. 3
Solicitation Number: RFP 080521
Solicitation Name: Roadway Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information from the proposal is automatically published in the public domain (e.g., Sourcewell web site)? And what information is only provided to another party upon their request for the information? In those instances, is the information only provided to the individual or organization that makes the request or is it shared more broadly? Can anyone make that request to get a copy of the information in our proposal? And what is the process they have to go through to make the request?

Answer 1:

The Sourcewell website is publicly available, and a prospective proposer may review the materials posted to the website at www.sourcewell-mn.gov. Sourcewell responds to all requests for data in accordance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

Question 2:

Table 12: Pricing Offered. Question 66 states: The Pricing Offered in this Proposal is. This question is very vague, could you please provide a narrower description or examples of what information or description this question is asking for.

Answer 2:

Table 12, Question 66, includes a drop-down menu. A proposer will select the response that aligns with its proposal.
Question 3:

Table 13: Audit and Administrative Fee, Question 69 references a proposed Sourcewell administrative fee, but no guidelines are provided in either the Contract Template nor the RFP itself. What are the required administrative fees for this RFP?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 7/26/2021, is required at the time of proposal submittal.
7/28/2021

Addendum No. 4
Solicitation Number: RFP 080521
Solicitation Name: Roadway Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What Additional insured form do you want us to use for completed operations policy? Our insurance provider is asking, and we just want to make sure we use the right one.

Answer 1:

Refer to Section 18 of the Sourcewell template contract for insurance coverage requirements. Certificates of Insurance are required to be provided by awarded suppliers only, prior to the commencement of the contract.

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template contract terms, conditions, or specifications (including any request to modify or clarify the insurance requirements), a proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

In reference to the pricing that needs to be submitted, should we be submitting two price lists? One for Canadian customers and one for US customers? Please provide guidance as to how you want the pricing submitted in both currencies.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the
requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 080521 posted to the Sourcewell Procurement Portal on 7/28/2021, is required at the time of proposal submittal.
Proof of Publication
| Description | Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. |
| Service-Disabled Veteran-Owned Set Aside | No |
Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
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United States
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© 2021, Empire State Development http://www.esd.ny.gov/
STATE OF OREGON, COUNTY OF MULTNOMAH—ss.
I, Nick Bjork, being first duly sworn, deposes and says that I am a Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
ROADWAY MAINTENANCE EQUIPMENT
Sourcewell; Bid Location Staples, MN, Todd County; Due 08/05/2021 at 04:30 PM

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

6/18/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON THE 18th DAY OF June, 2021

Nick Bjork

Notary Public-State of Oregon

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12011611
Client Reference No:
STATE OF OKLAHOMA,  
COUNTY OF OKLAHOMA  

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin. of GateHouse Media Oklahoma Holdings, Inc., a corporation, which is the publisher of The Oklahoman which is 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; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

SOURCENEL
103734

<table>
<thead>
<tr>
<th>AdNumber</th>
<th>Publication</th>
<th>Page</th>
<th>Date</th>
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<tr>
<td>0000645757-01</td>
<td>OC- The Oklahoman</td>
<td>B13</td>
<td>06/17/2021</td>
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<td>0000645757-01</td>
<td>OC- The Oklahoman</td>
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<td>06/24/2021</td>
</tr>
</tbody>
</table>

Agent: Bryan Miller  
Date: 06/24/2021

Subscribed and sworn to be me before this date: 06/24/2021

Notary: Terri Roberts  
Date: 06/24/2021
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

No. of Insertions: 1
Beginning Issue of: 06/17/2021
Ending Issue of: 06/17/2021

Tara Pennington

Sworn to and subscribed before me this 17th day of June in the year of 2021

Stefani Beard
Notary Public in and for the State of Texas, residing in Dallas County

STEFANI SCOTT BEARD
My Notary ID # 131766951
Expires October 23, 2022

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.
MLB

Continued from Page 1C

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that is an inclination unlike any...seen.

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MLB’s enforcement crackdown

Will Robichaux, the former

MLB’S SOP Isla, which implicated nearly 100 players,
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Your not supposed to break
the speed limit, too, duh you do. You
Know what I’m saying?“ says Atlow manager

Duane Jacket.

Meanwhile, much of the
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SAFETY

The deadline to assert certain administrative
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ITT Educational Services, Inc. (18-20727),
ESI Service Corp. (16-74270) and
Daniel Webster College, Inc. (16-70296)
are 4:30 p.m. on July 7, 2021.

Please go to www.mmjmt.com for
additional information.

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USA TODAY Thursday, June 17, 2021 p. 8C

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PUBLIC NOTICE

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A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcwell-mn.gov.

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Proposals are due no later than August 5, 2021, at 4:30pm Central Time, and late proposals will not be considered.
**Bid RFP #080521 - Roadway Maintenance Equipment**

**Bid Type:** RFP  
**Bid Number:** 080521  
**Title:** Roadway Maintenance Equipment  
**Start Date:** Jan 17, 2021 8:27:02 AM CDT  
**End Date:** Aug 5, 2021 4:30:00 PM CDT  
**Agency:** Sourcewell  
**Bid Contact:** Chris Robinson  
(218) 995-6166  
roy@sourcewell-mn.gov  
202 12th Street NE  
PO Box 219  
Staples, MN 56479-0219

**Description**
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Pre-bid Conference**
- **Date:** Jul 15, 2021 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

---

Customer Support: agencysupport@publicpurchase.com | Copyright 1999-2021 © The Public Group, LLC. All rights reserved.
Opportunity Notice
Roadway Maintenance Equipment

Opportunity Information

<table>
<thead>
<tr>
<th>Organization:</th>
<th>Rural Municipalities of Alberta (RMA)</th>
</tr>
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<tbody>
<tr>
<td>Organization Address:</td>
<td><a href="http://www.rmsalta.com">www.rmsalta.com</a></td>
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<td>Reference Number:</td>
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<td>Closing (MM/dd/yyyy):</td>
<td>08/05/2021 03:30:00 PM Alberta Time</td>
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<td>Last Update (MM/dd/yyyy):</td>
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<td>Region of Delivery:</td>
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<td>Opportunity Type:</td>
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Commodity Codes:
- N3695A: Asphalt Equipment
- N3695AB: Asphalt Machines, Bituminous Mixers
- N3695AC: Asphalt Paving Machines
- N3695AD: Asphalt Distributors
- N3695M: Saws, Masonry and Concrete, Wheeled, Self-Propelled
- N3695T: Kettles, Tar and Asphalt
- N3623: Sweeper, Road, Rotary, Vehicle Mounting
- N3695B: Joint Cleaning Machines, Pavement
- N3695A: Pavement Repair Equipment
- N3695C: Roadway Paving Machine Accessories
- N3695T: Pavement Cutters
- N3625: Paving Blazers, Pneumatic
- N362AR: Sweeper, Road Rotary, Towed
- N362SC: Markers, Traffic Line
- N362SH: Sweeper, Road Rotary, Rider, Self-Propelled

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

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

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View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details:

- **Bid Classification:** Goods
- **Bid Type:** RFP - General
- **Bid Number:** RFP 080521
- **Bid Name:** Roadway Maintenance Equipment
- **Bid Status:** Closed
- **Bid Closing Date:** Thu Aug 5, 2021 4:30:00 PM (CDT)
- **Question Deadline:** Thu Jul 29, 2021 4:30:00 PM (CDT)
- **Time-frame for delivery or the duration of the contract:** Refer to project document
- **Negotiation Type:** Refer to project document
- **Condition for Participation:** Refer to project document
- **Electronic Auctions:** Not Applicable
- **Language for Bid Submissions:** English unless specified in the bid document
- **Submission Type:** Online Submissions Only
- **Submission Address:** Online Submissions Only
- **Public Opening:** No
- **Description:** Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Bid Document Access:

- 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.

Categories:

- Show Categories [+]

Meeting Locations

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

<table>
<thead>
<tr>
<th>Meeting Location</th>
<th>Description</th>
<th>Date / Time</th>
<th>Mandatory Meeting</th>
<th>Meeting Document</th>
</tr>
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<tbody>
<tr>
<td>Online Pre-Proposal Conference</td>
<td>Login instructions will be posted to the &quot;Documents&quot; section and available to registered suppliers two business days prior to the web conference.</td>
<td>Thursday July 15, 2021 10:00 AM (CDT)</td>
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Documents

<table>
<thead>
<tr>
<th>File Name</th>
<th>Pages</th>
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</thead>
<tbody>
<tr>
<td>RFP_080521_Roadway_Maint_Equippt</td>
<td>13</td>
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<td>Tuesday June 15, 2021 01:17 PM</td>
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<td>RFP_080521_Roadway_Maint_Equippt_Contract_Template</td>
<td>18</td>
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<td>Tuesday June 15, 2021 01:17 PM</td>
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</table>
Roadway Maintenance Equipment

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

This RFP is now closed.
Solicitation Setting

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

Solicitation Details

Mandatory Information

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<th>Solicitation Type</th>
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<td>Social Security Number</td>
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<td>Solicitation Name</td>
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<td>Procurement Type</td>
<td>Goods</td>
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<td>Country &amp; Province/State</td>
<td>Canada/Ontario</td>
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<td>Published By</td>
<td>Sourcewell</td>
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<tr>
<td>Accept Questions</td>
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Internal Information (For Internal Use Only)

| Procurement Title/Project Name | 080521 Roadway Maintenance Equipment |

Advertisement

Basic Settings

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<thead>
<tr>
<th>Solicitation Type</th>
<th>Open to all suppliers</th>
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<tr>
<td>Estimated Contract Amount</td>
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<td>Publish Date</td>
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<td>Closing Date &amp; Time</td>
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<td>Publish Option</td>
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<td>Value Range for this Solicitation</td>
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Selected Categories

Construction

- Concrete, Sew, Heavy Duty Drill, Concrete Mixers, Curb Ramps, Aggregates, Gravel/Gravel Materials, Welding Machine, Poles, Sheet Metal, Scaffolding, Traffic Glass Beads etc.

Solicitation Overview

Roadway Maintenance Equipment

Closing Date: 08/05/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, non-profit, 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://procportal.sourcewell-mn.gov/]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
080521 - Roadway Maintenance Equipment (Published)

**Notice**

**Categories**

**Basic Information**
- Estimated Contract Value (CAD): 60,000,000.00 (Not shown to suppliers)
- Reference Number: 0002508540
- Issuing Organization: Sourcewell
- Solicitation Type: RFP - Request for Proposal (Format)
- Solicitation Number: 000521
- Title: Roadway Maintenance Equipment
- Source ID: PPCD_USA888455.88455

**Details**
- **Location**: Canada, All of Canada, All of Canada
- **Purchase Type**: Duration: 4 years Option: potential 1 year extension
- **Description**: Sourcewell, a statewide local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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.

**Pre-Bidding Events**
- **Event Type**: Prebid Conference
- **Attendance**: Recommended
- **Event date**: 2021-07-15 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

<table>
<thead>
<tr>
<th>Bid Documents List</th>
<th>Name</th>
<th>Description</th>
<th>Mandatory</th>
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<tr>
<td>Bid Documents</td>
<td>Documents defining the proposal</td>
<td>Yes</td>
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Proposal Opening Record
Proposal Opening Record

Date of opening: August 5, 2021

Sourcewell posted Request for Proposal #080521, for the procurement of Roadway Maintenance Equipment, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, June 17, 2021, and the solicitation remained in an open status within the portal until August 5, 2021, 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 5, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #080521 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:

Aebi Schmidt North America dba M-B Companies, Inc. - Submitted 8/05/21 at 2:03:23 PM
Asphalt Zipper, Inc. - Submitted 8/02/21 at 10:58:38 AM
Astec Industries - Submitted 8/05/21 at 2:33:27 PM
Bergkamp, Incorporated - Submitted 8/04/21 at 7:22:33 PM
BOMAG America, LLC - Submitted 8/05/21 at 4:28:44 PM
Bonnell Industries, Inc. - Submitted 8/03/21 at 9:27:21 AM
Broce Manufacturing Company, Inc. - Submitted 7/30/21 at 9:04:23 AM
Cimline, Inc. - Submitted 8/05/21 at 11:45:07 AM
Crafco, Inc. - Submitted 8/02/21 at 12:48:32 PM
Dynapac North America, LLC (Fayat North America, LLC) - Submitted 8/05/21 at 10:09:45 AM
Etynyre International - Submitted 8/05/21 at 2:27:55 PM
Falcon Equipment Holdings, LLC - Submitted 8/04/21 at 11:19:04 AM
Goldstar Asphalt Products (NPG, Inc.) - Submitted 8/05/21 at 12:19:12 PM
Heat Design Equipment, Inc. - Submitted 8/05/21 at 3:18:18 PM
Keizer Morris International, Inc. - Submitted 8/05/21 at 10:10:54 AM
Land Pride, A Division of Great Plains Mfg., Inc. - Submitted 8/05/21 at 4:01:41 PM
Marathon Equipment, Inc. - Submitted 8/03/21 at 11:04:51 AM
Pavement Technologies International Corp. (Pavementgroup) - Submitted 8/05/21 at 3:55:02 PM
PB Loader Corporation - Submitted 8/05/21 at 2:04:49 PM
Road Groom Mfg., LLC - Submitted 8/02/21 at 2:35:07 PM
RoadHog, Inc. - Submitted 8/04/21 at 9:59:45 AM
SB Manufacturing, Inc. (Superior Broom) - Submitted 8/02/21 at 4:32:21 PM
Skip-Line, LLC - Submitted 8/05/21 at 2:25:30 PM
Spaulding Mfg., Inc. - Submitted 8/05/21 at 2:19:35 PM
Stepp Manufacturing Company, Inc. - Submitted 8/04/21 at 3:20:01 PM
The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on August 5, 2021, at 4:32:43 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.
Proposal Evaluation
# Proposal Evaluation

**Road Maintenance Equipment RFP #086021**

<table>
<thead>
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<th>Possible Points</th>
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<td>Union Industries</td>
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<td>Bomag, Company, Inc.</td>
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<tr>
<td>Bomanite, Company, Inc.</td>
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<td>CON-CRETE, Company, Inc.</td>
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<td>Blacktop Industries, Company, Inc.</td>
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<td>Bonneville Industries, Company, Inc.</td>
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<td>Blaw-Knox, Company, Inc.</td>
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<td>Brown Equipment Company, Inc.</td>
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<td>Burnett &amp; Company, Inc.</td>
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<td>Cemco, Company, Inc.</td>
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<td>D nye, Company, Inc.</td>
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<td>EMI Manufacturing Company, Inc.</td>
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<td>Felsco Equipment Holding, Company, Inc.</td>
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<td>Fielder Asphalt Products, Company, Inc.</td>
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<td>Ketterman Concrete, Company, Inc.</td>
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<td>Land Pride, A Division of Great Plains Mfg., Inc.</td>
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<td>McNeely Equipment, Company, Inc.</td>
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<td>Pelagia Manufacturing Company, Inc.</td>
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<td>Freightliner International Corp.</td>
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<td>Road Graders Inc.</td>
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<td>SD Manufacturing, bmp, Company, Inc.</td>
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<td>Ship-Lite, Company, Inc.</td>
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<td>Traffic Services, Inc.</td>
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**Conformance to RFP Requirements**

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---

**Signature Section**

- **Designed by:**
  - Greg Grossen
  - Greg Grossen, Improvement Lead Analyst

- **Reviewed by:**
  - Robert Coats
  - Robert Coats, Improvement Lead Analyst

- **Approved by:**
  - Stephanie Adolph
  - Staff Analyst, CHM, Procurement Analyst
Comment & Review
COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #080521
Entitled
Roadway Maintenance Equipment

The following advertisement was placed June 17, 2021 in USA Today, in South Carolina’s The State, in The Oklahoman and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourceforge-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and June 18, 2021 in Oregon’s Daily Journal of Commerce:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Roadway Maintenance Equipment 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.sourceforge-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 5, 2021, 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:

<table>
<thead>
<tr>
<th>Aebi Schmidt North America</th>
<th>Marathon Equipment, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Highway Solutions</td>
<td>Merit Manufacturing, Inc.</td>
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<td>Anderson Hydra Platforms, Inc.</td>
<td>Niece Equipment, LP</td>
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<td>Pavement Technologies International Corp.</td>
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<td>Astec Industries</td>
<td>PB Loader Corporation</td>
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<td>B-TEK SCALES, LLC</td>
<td>Prime Vendor, Inc.</td>
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<td>Bergkamp, Incorporated</td>
<td>Ray-Tech Infrared</td>
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<td>Betts Platinum Group, LLC</td>
<td>Regina Construction Association</td>
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<td>BOMAG America, LLC</td>
<td>Road Groom Mfg., LLC</td>
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<td>Road Widener, LLC</td>
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<td>Broce Manufacturing Company, Inc.</td>
<td>RoadHog, Inc.</td>
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<td>Bucher Municipal</td>
<td>SB Manufacturing, Inc.</td>
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<td>Calder Brothers Corporation</td>
<td>Skip-Line, LLC</td>
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<td>Cemen Tech, Inc.</td>
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<td>Company Name</td>
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<td>Chambers American Products, Inc.</td>
<td>Spaulding Mfg., Inc.</td>
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<td>Cimline, Inc.</td>
<td>Stepp Manufacturing Company, Inc.</td>
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<td>Crafco, Inc.</td>
<td>Stonebrooke Equipment, Inc.</td>
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<td>Cyclone Technology, LLC</td>
<td>Striping Service and Supply, Inc.</td>
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<td>Diamond Steel, Co.</td>
<td>SWS Warning Lights, Inc.</td>
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<td>Dynapac North America, LLC</td>
<td>The Blue Book Network</td>
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<td>Edge Equipment, Ltd.</td>
<td>The Tools Man, Inc.</td>
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<td>Environmental Equipment Supply</td>
<td>ThorWorks Industries, Inc.</td>
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<td>Falcon Equipment Holdings, LLC</td>
<td>Vogel Traffic Services, Inc.</td>
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<td>Wanco, Inc.</td>
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<td>Heat Design Equipment, Inc.</td>
<td>Warren Power Attachments</td>
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<td>Intermountain Sign and Safety</td>
<td>Waterblasting, LLC</td>
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<td>Land Pride, A Division of Great Plains Mfg., Inc.</td>
<td>Wirtgen America, Inc.</td>
</tr>
</tbody>
</table>

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 5, 2021, at 4:32:43 pm CT. Proposals were received from the following:

ASH North America, Inc., dba Aebi Schmidt North America and dba M-B Companies, Inc.
Asphalt Zipper, Inc.
Astec Industries
Bergkamp, Incorporated
BOMAG America, LLC
Bonnell Industries, Inc.
Broce Manufacturing Company, Inc.
Cimline, Inc.
Crafco, Inc.
Dynapac North America, LLC (Fayat North America, LLC)
Etnyre International
Falcon Equipment Holdings, LLC
Goldstar Asphalt Products (NPG, Inc.)
Heat Design Equipment, Inc.
Keizer Morris International, Inc.
Land Pride, A Division of Great Plains Mfg., Inc.
Marathon Equipment, Inc.
Pavement Technologies International Corp. (Pavementgroup)
PB Loader Corporation
Road Groom Mfg., LLC
RoadHog, Inc.
SB Manufacturing, Inc. (Superior Broom)
Skip-Line, LLC
Spaulding Mfg., Inc.
Stepp Manufacturing Company, Inc.
Striping Service and Supply, Inc.
ThorWorks Industries, Inc. dba SealMaster, Inc.
Vogel Traffic Services, Inc. dba EZ Liner
Warren Power Attachments (Total Patcher)
Waterblasting, LLC (Hog Technologies)

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Michael Muñoz, CPPB, Procurement Analyst
Carol Jackson, Procurement Analyst
Stephanie Haataja, CPIM, 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 all proposal responses met the scope and mandatory submittal requirements and were evaluated.

ASH North America, Inc., dba Aebi Schmidt North America and M-B Companies, Inc., manufactures a variety of asphalt broom attachments and pavement marking equipment. Their “flush on the fly system” increases operator safety and productivity. The Aebi Schmidt North America and M-B Companies organization operates with a sizeable sales staff, over 100 dealers, and a dedicated field service team to serve Sourcewell participating entities across the United States and Canada. They are offering Sourcewell participating entities competitive discounts from list pricing.

Cimline, Inc., offers a large selection of crack sealers, mastic patchers and spray patchers. They also provide equipment operation and service training, either directly or from a servicing dealer, free of charge within the continental U.S. and Canada. The expansive Cimline dealer network is supported by an internal sales staff and customer care team to meet the sales and service needs of Sourcewell participating entities. They offer solid pricing discounts with additional savings available on quantity purchases.

Crafco, Inc., is the manufacturer of crack sealants, mastic and patching products and an authorized distributor of related products and equipment. Crafco sales and service are delivered by a mix of distributors, their own supply centers and manufacturing plants locations geographically dispersed across the U.S. and Canada. They offer a range of sizeable discounts from list pricing to Sourcewell participating entities.

Keizer Morris International, Inc., provides numerous infrared asphalt recyclers, asphalt milling recyclers, mastic machines and hotbox patchers. Keizer Morris is ready to serve Sourcewell participating entities throughout the United States and Canada utilizing their distributor and dealer network along with internal sales and service forces. They are offering a range of competitive discounts from MSRP rates.

PB Loader Corporation offers a selection of pothole patching and truck mounted emulsion spray systems, along with complementary equipment. They offer free operator and maintenance training to end users. PB Loader has a direct sales staff and a dealer network with 44 locations across the United States and Canada to serve Sourcewell participating entities. Their pricing reflects solid discounts off MSRP with quantity purchase discounts available.
Vogel Traffic Services, Inc., dba EZ Liner, offers a large selection of pavement marking equipment. EZ Liner is a registered small-business enterprise and also a frequent partner with other SBEs. EZ Liner will serve participating entities directly through their team of territory sales managers. Their pricing represents a range of considerable discounts by product category for Sourcewell participating entities.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #080521 to:

ASH North America, Inc., (Aebi Schmidt North America & M-B Companies, Inc.) #080521-AEB
Cimline, Inc. #080521-CME
Crafco Inc. #080521-CFC
Keizer Morris International, Inc. #080521-KMI
PB Loader Corporation #080521-PBL
Vogel Traffic Services, Inc. #080521-EZL

The preceding recommendations were approved on October 4, 2021

______________________________

Greg Grunig, Procurement Lead Analyst

______________________________

Michael Muñoz, CPPB, Procurement Analyst

______________________________

Carol Jackson, Procurement Analyst

______________________________

Stephanie Haataja, CPP, 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 #080521 for Roadway Maintenance Equipment.

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.

Signed by:

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer
Board Resolutions
Member Chris Kircher moved the adoption of the following Resolution:

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

Resolution No. 2021-07

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 Sharon Thiel and the following voted in favor: (list names here)
Mike Wilson, Greg Zylka, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts and Chris Kircher.
and the following voted against: (list names here or “NONE”)
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

Clerk to the Board of Directors
# APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**

**BOARD ITEMS - March 2021**

<table>
<thead>
<tr>
<th>Requesting Board permission to Solicit the following categories:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Management, Systems and infrastructure, with Related Equipment and Services</td>
</tr>
<tr>
<td>Road Right-of-Way Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Requesting Board permission to Re-Solicit the following categories:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pest Management Services with Related Products (Published March 10, 2021)</td>
</tr>
<tr>
<td>Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies</td>
</tr>
</tbody>
</table>

## NEW CONTRACTS

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Contract Number</th>
<th>Solicitation Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>BCI Burke Company, LLC</td>
<td>010521-BUR</td>
<td>&quot;Playground and Water Play Equipment with Related Accessories and Services&quot;</td>
</tr>
<tr>
<td>Landscape Structures, Inc.</td>
<td>010521-LSI</td>
<td>&quot;Playground and Water Play Equipment with Related Accessories and Services&quot;</td>
</tr>
<tr>
<td>PlayPower, Inc.</td>
<td>010521-LTS</td>
<td>&quot;Playground and Water Play Equipment with Related Accessories and Services&quot;</td>
</tr>
<tr>
<td>Rain Drop Products, LLC</td>
<td>010521-RDP</td>
<td>&quot;Playground and Water Play Equipment with Related Accessories and Services&quot;</td>
</tr>
<tr>
<td>SoSurfaces, Inc.</td>
<td>010521-SFS</td>
<td>&quot;Playground and Water Play Equipment with Related Accessories and Services&quot;</td>
</tr>
<tr>
<td>Waterplay Solutions Corp.</td>
<td>010521-WTR</td>
<td>&quot;Playground and Water Play Equipment with Related Accessories and Services&quot;</td>
</tr>
<tr>
<td>Atlantic Diving Supply, Inc.</td>
<td>011221-ADS</td>
<td>&quot;Body Armor with Related Accessories, Equipment and Services&quot;</td>
</tr>
<tr>
<td>Galls, LLC</td>
<td>011221-GAL</td>
<td>&quot;Body Armor with Related Accessories, Equipment and Services&quot;</td>
</tr>
<tr>
<td>HighCom Armor Solutions, Inc.</td>
<td>011221-HCM</td>
<td>&quot;Body Armor with Related Accessories, Equipment and Services&quot;</td>
</tr>
<tr>
<td>NP Aerospace (Canada), Limited</td>
<td>011221-NPA</td>
<td>&quot;Body Armor with Related Accessories, Equipment and Services&quot;</td>
</tr>
<tr>
<td>U.S. Armor Corporation</td>
<td>011221-URM</td>
<td>&quot;Body Armor with Related Accessories, Equipment and Services&quot;</td>
</tr>
<tr>
<td>PorterCorp</td>
<td>012621-PPC</td>
<td>&quot;Open Air Structures and Accessory or Utility Buildings with Related Equipment&quot;</td>
</tr>
</tbody>
</table>

## CONTRACT EXTENSIONS

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Contract Number</th>
<th>Solicitation Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caterpillar, Inc.</td>
<td>120617-CAT</td>
<td>&quot;Electrical Energy Power Generation with Related Parts, Supplies and Services&quot;</td>
</tr>
<tr>
<td>Cummins, Inc.</td>
<td>120617-CMM</td>
<td>&quot;Electrical Energy Power Generation with Related Parts, Supplies and Services&quot;</td>
</tr>
</tbody>
</table>

## NEW ezIQC CONTRACTS

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Number</th>
<th>State - Region - Type of Work</th>
</tr>
</thead>
</table>

## ezIQC RENEWALS

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Number</th>
</tr>
</thead>
</table>

## ezIQC CONTRACT EXTENSIONS

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Number</th>
</tr>
</thead>
</table>
Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2021-25

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 Nagel and the following voted in favor: (list names here) Wilson, Zylka, Veronen, Nagel, Thomas, Thiel, Arts and the following voted against: (list names here or “NONE”)

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

[Signature]

Clerk to the Board of Directors
**APPENDIX A**

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - October 2021**

**CONSENT AGENDA ITEMS**

Requesting Board permission to Solicit the following categories:
- Public Safety Training and Simulation Equipment
- Digital Health Products and Solutions

Requesting Board permission to Re-Solicit the following categories:
- Mailing and Postage Equipment and Technology
- Lab Services and Testing with Related Products and Supplies
- State of California - Indefinite Delivery Indefinite Quantity Construction

**NEW CONTRACTS**

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Contract Number</th>
<th>Solicitation Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gtechna USA Corp.</td>
<td>080321-GTE</td>
<td>&quot;Parking Management Systems with Related Equipment, Supplies and Services&quot;</td>
</tr>
<tr>
<td>Parkeon, Inc. dba Flowbird</td>
<td>080321-PRK</td>
<td>&quot;Parking Management Systems with Related Equipment, Supplies and Services&quot;</td>
</tr>
<tr>
<td>Quicket Solutions, Inc.</td>
<td>080321-QKT</td>
<td>&quot;Parking Management Systems with Related Equipment, Supplies and Services&quot;</td>
</tr>
<tr>
<td>T2 Systems, Inc.</td>
<td>080321-TSI</td>
<td>&quot;Parking Management Systems with Related Equipment, Supplies and Services&quot;</td>
</tr>
<tr>
<td>ASH North America/Abei Schmidt/M-B Companies</td>
<td>080521-AEB</td>
<td>&quot;Roadway Maintenance Equipment&quot;</td>
</tr>
<tr>
<td>Cimline, Inc.</td>
<td>080521-CME</td>
<td>&quot;Roadway Maintenance Equipment&quot;</td>
</tr>
<tr>
<td>Crafo, Inc.</td>
<td>080521-CFC</td>
<td>&quot;Roadway Maintenance Equipment&quot;</td>
</tr>
<tr>
<td>Keizer Morris International dba KM International</td>
<td>080521-KMI</td>
<td>&quot;Roadway Maintenance Equipment&quot;</td>
</tr>
<tr>
<td>PB Loader Corporation</td>
<td>080521-PBL</td>
<td>&quot;Roadway Maintenance Equipment&quot;</td>
</tr>
<tr>
<td>Vogal Traffic Services dba EZ Liner</td>
<td>080521-EZL</td>
<td>&quot;Roadway Maintenance Equipment&quot;</td>
</tr>
</tbody>
</table>

**CONTRACT EXTENSIONS**

<table>
<thead>
<tr>
<th>Supplier Name</th>
<th>Contract Number</th>
<th>Solicitation Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bergkamp, Inc.</td>
<td>052417-BGK</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>Cemen Tech, Inc.</td>
<td>052417-CMT</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>EZ Liner Industries</td>
<td>052417-EZL</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>PB Loader Corporation</td>
<td>052417-PBL</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>VT LeeBoy, Inc.</td>
<td>052417-VTL</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>Waterblasting, LLC</td>
<td>052417-WTB</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>Weiler, Inc.</td>
<td>052417-WLR</td>
<td>&quot;Roadway Maintenance Equipment with Related Accessories, Attachments, Materials and Supplies&quot;</td>
</tr>
<tr>
<td>New Deal Delcing</td>
<td>062817-NDD</td>
<td>&quot;Airport Consumable Products with Related Supplies and Services&quot;</td>
</tr>
</tbody>
</table>

**NEW ezIQC CONTRACTS**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Number</th>
<th>State - Region - Type of Work</th>
</tr>
</thead>
</table>

**ezIQC RENEWALS**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTS Contracting, Inc.</td>
<td>MO-GSA-GOC02-091118-MTS</td>
</tr>
<tr>
<td>J.E. Novack Construction Company</td>
<td>MO-GSLA-GCD02-091118-JNC</td>
</tr>
<tr>
<td>Wright Construction Services, Inc.</td>
<td>MO-GSLA-GCD03-091118-WCS</td>
</tr>
</tbody>
</table>

**ezIQC CONTRACT EXTENSIONS**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contract Number</th>
</tr>
</thead>
</table>


Attachment No. 2
RESOLUTION NO.: _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF INGLEWOOD, CALIFORNIA, AMENDING
THE FISCAL YEAR 2022-23 BUDGET TO FUND THE
PURCHASE OF AN ASPHALT PATCH TRUCK.

WHEREAS, the Public Works Department Fleet Services Division (Fleet Division) is requesting to purchase one (1) asphalt patch truck to replace the 2007 GMC truck that is no longer working; and

WHEREAS, Fleet Staff has evaluated the option to repair the patch truck, but the truck is at the end of its life cycle due to no parts production support; and

WHEREAS, Staff needs to amend the current fiscal year budget and transfer funds in the amount of $401,665.00 to support the purchase of the patch truck.

WHEREAS, this budget amendment will facilitate the necessary fund transfer so that the Fleet Division can make its purchase.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Inglewood, California, does hereby:

Section 1. Amend the City's 2022-2023 fiscal year budget as shown in Exhibit "A," which is attached to this resolution and incorporated herein as if set forth in full.

Section 2. The City Clerk shall certify to the adoption of this resolution and the same shall be in full force and effect immediately upon adoption.
Passed, approved and adopted this __________ day of __________, 2022

CITY OF INGLEWOOD:

__________________________
James T. Butts, Jr.,
Mayor

ATTEST:

__________________________
Aisha L. Thompson,
City Clerk

N:\JALEX5\(Budget Amendments\)(Public Works) - Budget Resolution - Patch Truck Purchase 12.22.doc
**Exhibit A**

**Fund:** 064 AQMD Fund  
**Orgn:** AQMD Reserves

<table>
<thead>
<tr>
<th>Revenue Code</th>
<th>FY2022-23</th>
<th>Amendment</th>
<th>Increase/ (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>AQMD Reserve Fund</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
</tbody>
</table>

*Will use Funds from Reserve*

**Fund:** 064 AQMD  
**Agency:** 060 Public Works  
**Orgn:** 6080 Fleet Management and Transit Services

<table>
<thead>
<tr>
<th>OBJECT CODE</th>
<th>FY2022-23</th>
<th>Amendment</th>
<th>Increase/ (Decrease)</th>
</tr>
</thead>
<tbody>
<tr>
<td>67000</td>
<td>$</td>
<td>- $401,665</td>
<td>$401,665</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$</td>
<td>- $401,665</td>
<td>$401,665</td>
</tr>
</tbody>
</table>
Pricing Documentation

- Contract 080521-PBL – Price Information
Price Information
PB Loader #080521-PBL

Pricing for contract #080521-PBL offers Sourcewell participating agencies the following discounts:

- 10% discount off current MSRP on all products except chassis
- 5% discount off current MSRP on chassis
- An additional 3% quantity discount is available for orders of six (6) or more units, excluding chassis
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PATCHER MODEL 8-3 ASPHALT PATCHER (3.25 CUBIC YARD CAPACITY) EQUIPPED WITH RADIANT HEATER, THERMALLY CONTROLLED LPG BURNER, HYDRAULIC TO TORS, MODEL 516 SHOVELING APRON, NTEA CLASS 5G HOIST, HAND TORCH, 25 GAL. LPG TANK, INSTALLATION AND PAINT BLACK</td>
<td>1</td>
<td></td>
<td>$81,320.00</td>
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<tr>
<td>1</td>
<td>RH-100-15 PB MODEL RH-100-15 EMULSION SPRAY UNIT HEATED BY TRUCK COOLING SYSTEM, Y STRAINER, FILL BASKET, HYdraulically Powered, 15 GAL. Solvent Tank, 85 GAL. EMULSION, WAND WITH 25' HOSE, AUXILIARY ELECTRIC HEAT SYSTEM, INSTALLATION AND PAINT BLACK</td>
<td>1</td>
<td></td>
<td>$12,866.00</td>
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<tr>
<td>1</td>
<td>4001-01 DRAW OFF VALVE</td>
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<td>$850.00</td>
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<tr>
<td>1</td>
<td>55320-35 BOLT-ON CLEANOUT PANEL (BH &amp; PS SYSTEMS ONLY)</td>
<td>1</td>
<td></td>
<td>$1,407.00</td>
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<tr>
<td>1</td>
<td>COMPACTATION TOOLS</td>
<td></td>
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<tr>
<td>1</td>
<td>50540-00 COMPACTOR LIFT PLATFORM - HYDRAULIC</td>
<td>1</td>
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<td>$3,406.00</td>
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<tr>
<td>1</td>
<td>50572-00 ROLLER TRANSPORT: BAR (8 MODELS ONLY)</td>
<td>1</td>
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<td>1</td>
<td>50573-00 PBL Bomag Lift Hook Bracket - FOR ROLLER HOIST</td>
<td>1</td>
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<td>$987.00</td>
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<td>1</td>
<td>130-08 8 GAL POLY WATER TANK W/ 10' HOSE &amp; SPIGOT</td>
<td>1</td>
<td></td>
<td>$492.00</td>
</tr>
<tr>
<td>1</td>
<td>HOSE REELS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>5438-00 HOSE REEL - 1/2&quot; X 25' FOR EMULSION</td>
<td>1</td>
<td></td>
<td>$569.00</td>
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<tr>
<td>1</td>
<td>5437-00t HOSE REEL - 3/8&quot; X 25' FOR TORCH</td>
<td>1</td>
<td></td>
<td>$510.00</td>
</tr>
<tr>
<td>1</td>
<td>5437-00s HOSE REEL - 3/8&quot; X 25' FOR SOLVENT</td>
<td>1</td>
<td></td>
<td>$510.00</td>
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<tr>
<td>1</td>
<td>5396-00 HOSE REEL - 3/4&quot; X 50' FOR AIR HOMMER</td>
<td>1</td>
<td></td>
<td>$1,114.00</td>
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<tr>
<td>2</td>
<td>MO05-23 WHELEN L31HAF SUPER-LED AMBER BEACON W/ BRANCH GUARD</td>
<td>1</td>
<td></td>
<td>$1,805.00</td>
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<tr>
<td>2</td>
<td>695-910 STROBE SWIVEL BRACKET</td>
<td>1</td>
<td></td>
<td>$225.00</td>
</tr>
<tr>
<td>2</td>
<td>695-098V WHELEN 5000 LED SYDA</td>
<td>1</td>
<td></td>
<td>$851.00</td>
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<tr>
<td>2</td>
<td>695-098V1 WHELEN SV1A W/ CHROME FLANGE</td>
<td>1</td>
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<td>2</td>
<td>695-24O WHELEN LED MICROSC MCRNSA</td>
<td>1</td>
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<td>$608.00</td>
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<tr>
<td>1</td>
<td>CHASSIS 2024 FREIGHTLINER M12 35,000 GVWR CHASSIN WITH CUMMINS LSN 320 HP NATURAL GAS FIRED ENGINE, ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION, 60 DSG CNG BACK-OFF-CAB FUEL TANKS, ALUMINUM WHEELS, CAB PAINTED WHITE</td>
<td>1</td>
<td></td>
<td>$207,857.14</td>
</tr>
<tr>
<td>1</td>
<td>HEATING LPG TANK 35 GAL - IN LIEU OF 25GAL.</td>
<td>1</td>
<td></td>
<td>$1,625.00</td>
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<td>10/7/2022</td>
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<td>FRESNO</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>MFG PRODUCT ARO</td>
<td>See Below</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INSTALL AROT</td>
<td>See Below</td>
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<td>SOURCERWILL LISTED TOTAL</td>
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<td>ESTIMATED FREIGHT TO CUSTOMER</td>
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<td>GRAND TOTAL</td>
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<td>GRAND TOTAL FOR 1 UNITS</td>
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</table>

1. LEAD TIME FOR BODY PRODUCTION IS 120 DAYS, WITH AN ADDITIONAL 120-150 DAYS TO INSTALL AFTER RECEIPT OF CHASSIS AND BODY. LEAD TIME SUBJECT TO CHANGE AT TIME OF ORDER.
Attachment No. 4
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. LIC #0726293
45 E. River Park Place West, Ste. 605
Fresno CA 93720

CONTACT NAME: Melissa Resner
PHONE/LIC. No: 559-256-6570
FAX: 559-256-6590
E-MAIL ADDRESS: melissa_resner@ejg.com

INSURED
American Grape Harvesters, Inc.
P3 Loader Corporation
5778 W. Barstow Avenue
Fresno CA 93722

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company
16635
INSURER B: Trumbull Insurance Company
27120
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1128301680

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>ADJL SUBR. NOS.</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF. (MM/DD/YYYY)</th>
<th>POLICY EXPIRY (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y Y</td>
<td>GLO 01870945-06</td>
<td>7/1/2022</td>
<td>7/1/2023</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td></td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
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<td></td>
<td>GENERAL AGGREGATE LIMIT APPLIES PER:</td>
<td>POLICY</td>
<td>X</td>
<td>PROJECT</td>
<td>X LOC</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>Y Y</td>
<td>51UENBC4812</td>
<td>7/1/2022</td>
<td>7/1/2023</td>
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<td>ANY AUTO</td>
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<td></td>
<td>BODILY INJURY (Per person): $</td>
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<td>OWNED AUTOS ONLY</td>
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<td>BODILY INJURY (Per accident): $</td>
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<td>HIRED AUTOS ONLY</td>
<td>NON-OWNED AUTOS ONLY</td>
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<td>PROPERTY DAMAGE (Per accident): $</td>
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<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>WC 0350745-07</td>
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<td>E.L. EACH ACCIDENT: $1,000,000</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>MANDATORY</td>
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<td>E.L. DISEASE - EA EMPLOYEES: $1,000,000</td>
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<tr>
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<td>E.L. DISEASE - POLICY LIMIT: $1,000,000</td>
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<tr>
<td>B</td>
<td>GRILL Primary</td>
<td>51UENBC4812</td>
<td>7/1/2022</td>
<td>7/1/2023</td>
<td>Limit: $500 per event</td>
<td>$3,000,000</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured when required by contract as respect to General Liability and Auto Liability. Waiver of Subrogation Applies. Coverage is Primary and Non Contributory. 30 Day Notice of Cancellation Applies (10 Day for Non Payment) per attached policy forms. Workers' Compensation: Waiver of Subrogation Applies. 30 Day Notice of Cancellation Applies (10 Day for Non Payment) per attached policy forms. City of Inglewood's officers, employees, agents, and representatives are included as Additional Insured per attached policy forms.

CERTIFICATE HOLDER
City of Inglewood
One Manchester Boulevard
Inglewood CA 90301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: AMERICAN GRAPE HARVESTERS; INC. PB LOADER CORPORATION

Address (including ZIP Code):
5778 W BARSTOW AVE
FRESNO, CA 93722

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   **Primary and Noncontributory Insurance**

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and
   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
   2. Available under the applicable Limits of Insurance shown in the Declarations,

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.
This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. **Broadened Named Insured**

1. The following is added to Section II – **Who Is An Insured**:
   
   Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:
   
   a. Is newly acquired or formed during the policy period;
   b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
   c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

   Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – **Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. **Newly Acquired or Formed Organizations as Named Insureds**

1. Paragraph 3. of Section II – **Who Is An Insured** is replaced by the following:

   3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
   b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

   An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.
2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

      (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

      (d) Arising out of his or her providing or failing to provide professional health care services.

      However:

      Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

      "Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

      Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

   This provision does not apply after the person or organization ceases to lease or rent premises from you.

   However, the insurance afforded to such additional insured:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

   The most we will pay on behalf of the additional insured is the amount of insurance:
a. Required by the written contract or written agreement referenced in Subparagraph D.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – Who Is An Insured is amended to include as an additional insured any person or organization (referred to throughout this Paragraph E, as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business:

However, the insurance afforded to such vendor:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

   (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   (2) Any express warranty unauthorized by you;

   (3) Any physical or chemical change in the product made intentionally by the vendor;

   (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

   (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (a) The exceptions contained in Subparagraphs (4) or (6); or

      (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.
3. With respect to the insurance afforded to the vendor under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the vendor is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Additional Insured – Managers, Lessors or Governmental Entity

1. Section II – Who Is An Insured is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omission of those acting on your behalf; and

resulting directly from:

a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;

b. Ownership, maintenance, occupancy or use of premises by you; or

c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

2. This provision does not apply:

a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";

b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;

c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;

d. To any:

   (1) Owners or other interests from whom land has been leased by you; or

   (2) Managers or lessors of premises, if:

       (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;

       (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or

       (c) The premises are excluded under this Coverage Part.

3. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or
b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less. This Paragraph F. shall not increase the applicable Limits of Insurance shown in the Declarations.

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by “specific perils” to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you, or in the case of damage by one or more “specific perils” to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The “insured contract” definition under the Definitions Section is replaced by the following:

“Insured contract” means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by “specific perils” to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the Definitions Section:

“Specific perils” means:

a. Fire;

b. Lightning;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
c. Explosion;

d. Windstorm or hail;

e. Smoke;

f. Aircraft or vehicles;

g. Vandalism;

h. Weight of snow, ice or sleet;

i. Leakage from fire extinguishing equipment, including sprinklers; or

j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

(a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;

(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and

(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. Paragraph 2.d. of Section I – Supplementary Payments – Coverages A and B is replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – Supplementary Payments – Coverages A and B:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – Coverage B – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.
K. Supplementary Payments

The following changes apply to Supplementary Payments – Coverages A and B:

Paragraphs 1.b. and 1.d. are replaced by the following:

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5, above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is $25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

a. The following is added to Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

b. The following is added to Section III – Limits Of Insurance:

Subject to Paragraph 5, above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is $25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definitions – Bodily Injury

The "bodily injury" definition under the Definitions Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.
O. Insured Status – Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

a. "Bodily injury" to:
   (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or
   (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or

b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
   (1) Your "employee", "volunteer worker" or any person you sponsor; or
   (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;
(2) A watercraft you do not own that is:
   (a) Less than 51 feet long; and
   (b) Not being used to carry persons for a charge;
(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
(6) "Bodily injury" or "property damage" arising out of:
   (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
   (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1. The "leased worker" and "temporary worker" definitions under the Definitions Section are replaced by the following:
"Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

2. The following definition is added to the Definitions Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:
   a. Employment agency, contractor or services;
   b. Professional employer organization; or
   c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the Definitions Section is replaced by the following:

f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:
   a. Snow removal;
   b. Road maintenance, but not construction or resurfacing; or
   c. Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the Definitions Section are replaced by the following:

"Your product":

a. Means:

   (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      a. You;
      b. Others trading under your name;
      c. A person or organization whose business or assets you have acquired; and

   (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product"; and

   (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.
"Your work":

a. Means:

(1) Work, services or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work, services or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

T. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Of Section IV – Commercial General Liability Conditions:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

U. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – Commercial General Liability Conditions are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
(iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or

(v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:

   Equipment you borrow from others; or

   Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.

(b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

V. Unintentional Failure to Disclose All Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

a. Fail to disclose all hazards existing at the inception of this policy; or

b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

W. Waiver of Right of Subrogation

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will
be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

X. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.
Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 0187945-06  Effective Date: 07/01/2022

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than non-payment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph B.1. or Paragraph B.2. above.

C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

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<tr>
<th>SCHEDULE</th>
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<tbody>
<tr>
<td>The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:</td>
</tr>
<tr>
<td>The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:</td>
</tr>
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<td>* If a number is not shown here, 10 days continues to apply.</td>
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<td>** If a number is not shown here, 30 days continues to apply.</td>
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All other terms and conditions of this policy remain unchanged.
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."
The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:
(1) During the policy period, and
(2) Subsequent to the execution of such written contract, and
(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:
(a) The limits of insurance specified in the written contract or written agreement; or
(b) The Limits of Insurance shown in the Declarations.
Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance
If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.
However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss
If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory

Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract
This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract
If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES
Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:
if an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III — Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

   (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

   (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

   (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

   (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

   (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) A member, if you are a limited liability company; or

   (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:
We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less.

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss."

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not
enforce our right against the person or organization named in the Schedule. (This agreement applies only to the
extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in
the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation pre-
mium otherwise due on such remuneration.

Person or Organization
ANY PERSON AND/OR
ORGANIZATIONS THAT
ARE REQUIRED BY
WRITTEN CONTRACT OR
AGREEMENT WITH THE
INSURED, EXECUTED
PRIOR TO THE
ACCIDENT OR LOSS;
THAT WAIVER OF
SUBROGATION BE
PROVIDED UNDER THIS
POLICY FOR WORK
PERFORMED BY YOU FOR
THAT PERSON AND/OR
ORGANIZATION

Schedule

Job Description

WC 0380745-07
American Grape Harvesters, Inc.
PB Loader Corporation
DECLARATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)