



Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JAPA Equipment Rentals Inc., 10397 267th St., Acheson, AB T7X 6A2 (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 Rental Equipment, Products, and Related Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to 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, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the 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 Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

JAPA Equipment Rentals Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
6/10/2024 | 7:42 PM CDT
Date: _____

DocuSigned by:
Maron Green
C9CB269902AC47C...
By: _____
Maron Green
Title: VP Corporate Services
6/10/2024 | 2:02 PM PDT
Date: _____

RFP 040924 - Rental Equipment, Products, and Related Services

Vendor Details

Company Name: JAPA Equipment Rentals Inc.
Does your company conduct business under any other name? If yes, please state: JAPA Machinery Group Ltd.
Address: 10397 - 267 St
JAPA Equipment Rentals
Acheson, Alberta T7X 6A2
Contact: Maron Mulligan-Green
Email: maron@japaequipment.com
Phone: 780-962-5272 204
Fax: 780-960-0541
HST#: 872244207RT0001

Submission Details

Created On: Wednesday March 13, 2024 11:33:25
Submitted On: Tuesday April 09, 2024 10:54:09
Submitted By: Maron Mulligan-Green
Email: maron@japaequipment.com
Transaction #: 10795be2-947a-4755-b55c-42d1b3626eeb
Submitter's IP Address: 173.214.128.138

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	JAPA Equipment Rentals Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	JAPA Machinery Group, JAPA Equipment Rentals Calgary
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	JAPA Equipment Rentals Inc., JAPA Machinery Group, JAPA Equipment Rentals Calgary
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable to Canada
5	Proposer Physical Address:	10397 267 St, Acheson, Alberta, T7X 6A2
6	Proposer website address (or addresses):	www.japamachinery.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Maron Green VP Corporate Services 10397 267 St, Acheson, AB T7X 6A2 maron@japaequipment.com 780-962-5272
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Gallimore VP of Sales 10397 267 St, Acheson, AB T7X 6A2 john@japaequipment.com 780-660-7329
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maron Green VP Corporate Services 10397 267 St, Acheson, AB T7X 6A2 maron@japaequipment.com 780-962-5272

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The JAPA Group of Companies proudly features, our well known rentals and service division JAPA Equipment Rentals, as well as our sales division JAPA Machinery Group.</p> <p>JAPA was founded in 1972 by Jack Edwards (JA) and Paul Green (PA). Shortly after it was founded, Paul's brother Roger joined the team and JAPA's business in the pipeline industry began to grow. In 2003 with Paul's retirement, the owners launched JAPA Equipment Rentals Inc., and shifted focus from pipeline specific equipment to renting out and servicing a variety of earthmoving and road building equipment.</p> <p>Today, JAPA is a multigenerational, privately held, family-owned and operated company.</p> <p>For 52 years JAPA has been providing the Oil and Gas, Construction, and Road Building industries with high quality products and professional, knowledgeable service. Our family owned business has built its reputation on a foundation of:</p> <ul style="list-style-type: none"> - Hard work and integrity - Taking pride in ownership and pride in our equipment

- Treating clients and employees with honesty and respect
 - A willingness to take on all challenges and investigate new ideas

JAPA Equipment Rentals' fleet consists of 180+ pieces of rental equipment, including compaction equipment, asphalt rollers, excavators, wheel loaders, MEWPs and material handling equipment. We are headquartered just outside of Edmonton, Alberta, and in 2023 we opened a second location in Calgary, Alberta.

In 2016 JAPA Machinery Group signed on as the first Western Canadian and first official North American dealer for XCMG North America. As XCMG's available equipment for North America continues to grow, so too will the variety in our rental fleet. In 2021, after years of growth, XCMG was named third largest equipment manufacturer worldwide - after CAT and Komatsu. As the varieties of XCMG equipment specifically designed and built for North America continues to grow, JAPA continues to add to our fleet, and accept factory orders. In 2023 XCMG was awarded a Sourcewell/Canoe contract as a mid-size equipment manufacturer and supplier.

The JAPA Group is also a certified Cummins dealer and a Trek undercarriage dealer. We employ 13 full-time Journeyman Red Seal Heavy Duty Mechanics as well as 3 apprentice mechanics (and 1 apprentice parts technician), who are able to service both our equipment and our customers equipment.

Both of our facilities in Acheson (Edmonton) and Calgary, AB include 20,000 sqft of shop space including service bays, welding bays and wash bays, 8,000 sqft of parts storage space filled with backup major components and wear parts, and 8,000+ sqft of office space. Our Acheson HQ includes a parts warehouse with 80,000cuft of storage. XCMG Canada's primary offices and parts warehouse are 15 mins away from our Acheson office, in Stony Plain AB. Having expanded into Calgary in 2023, we are working on expansion plans to Grande Prairie to better serve the entire scope of Alberta and the territories.

Now into our 3rd generation, JAPA has strong Alberta roots. Since the beginning it has been important for us to give back to our community in different ways. We are proud supporters of local charities, including the annual Kinsman Club Food and Toy Drives and the MS Society of Canada. We are also proud to support local hockey teams – big and small.

JAPA is also a diverse company – people from different backgrounds and different countries make up almost 1/3 of our company, and 20% of our workforce is female. This is part of what has made us better and helped us grow. What we all have in common, among other things, is that we all call Alberta “home”.

Throughout our company history we have worked with numerous governmental agencies across Alberta, BC and Saskatchewan for rentals, sales and service. Some of this work was existing rental relationships and just having available equipment and mechanics, some has been from sales and rentals tendered through the Alberta Purchasing Connection and Bids & Tenders. We became an Approved Vendor with the Rural Municipalities of Alberta to strengthen our visibility to these entities, however more and more are using Sourcewell these days. XCMG was recently successful in achieving a Sourcewell contract for mid-sized equipment in 2023, but we have yet to see an impact from that contract. JAPA also was unsuccessful at tendering rental equipment to the RMA in 2020. From that experience we learned that not being a large multinational corporation, and being a private company impacted our result. It was honestly frustrating and disheartening to see, that regardless of our ability to serve our province with more equipment in stock than branches of big US companies, we lost those opportunities to serve our local community. Through our long history, JAPA as worked with our local municipalities and we hope this opportunity will allow us to reconnect with our local governmental agencies that are using Sourcewell.

11 What are your company's expectations in the event of an award?

To have the opportunity to supply the rental equipment we have available in our fleet to all of the RMA members as they require it. We have a large inventory of equipment that should meet the needs of the membership. We would also like to opportunity to supply service through our fleet of field trucks and parts from our affiliation as a Trek and Cummins dealer to the RMA, if that opportunity presents itself.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have attached a credit report from Equifax. Between JAPA Machinery Group and JAPA Equipment Rentals, we currently own outright, approximately \$12MM CAD in equipment, and have a secured line of credit with Canadian Western Bank for an additional \$9MM - which is currently only half-used. This has allowed us to secure, as required, additional equipment for the marketplace.	*
13	What is your US market share for the solutions that you are proposing?	0%	*
14	What is your Canadian market share for the solutions that you are proposing?	100% of our business in this proposal is targeting the Canadian market, specifically the RMA. As a whole, JAPA held approximately 20-25% of the rental market in Alberta in 2023, with our compactors holding as high as 30% of the rental market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	JAPA Equipment Rentals is a service provider, offering rental services and equipment repair and maintenance services for our rental fleet, XCMG and most other makes of heavy construction equipment. We are also an authorized Cummins dealer, Avetta Certified, and a Trek Undercarriage dealer. JAPA Machinery Group is an authorized dealer of XCMG heavy equipment. Please see the attached letter from the manufacturer. We are a privately held dealership.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	JAPA has business licenses for both Parkland County and the City of Calgary. We are Avetta Certified, and all of our employees have the appropriate safety certifications that they need for the jobs they perform, including First Aid, WHIMIS, CSTS, TDG and more. Our field service technicians are all Red Seal Journeyman Heavy Duty Mechanics. We have Journeyperson Parts Technicians on staff. Our rentals and sales staff all have the appropriate sales training including business degrees/diplomas. We have a CPA/CGA on staff as part of our Finance team. We are also active members of the Acheson Business Association, Edmonton Construction Association, Calgary Construction Association, and ARHCA. As a Cummins dealer we are certified for warranty, repairs and parts service for Cummins engines.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In September of 2023, JAPA received the Small Business Of The Year award from the Acheson Business Association, and Maron Green received the Women in Leadership award at the Ceremony. In 2022, we were recognized by Business in Edmonton for 50 years of serving the community. We were recognized as a preferred supplier to the City of Edmonton in 2023. Other recent awards include: - Brick and Mortar Award from the Acheson Business Association- Rising Star Award (Maron Green) from the Alberta Roadbuilders and Heavy Construction Association (ARHCA) - Outstanding Overseas Dealer Award from XCMG
20	What percentage of your sales are to the governmental sector in the past three years	15-20%, with limiting factors including XCMG not having a Sourcwell contract until 2023.
21	What percentage of your sales are to the education sector in the past three years	0%
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We have a 5 year agreement (three years remaining, and option to renew for up to an additional 4 years) with the City of Edmonton to supply wheel loaders as required. This contract has resulted in \$2.5M in sales in the last two years. We had a purchasing contract with the Government of Yukon, which has resulted in \$1,200,000.00 We have supplied RMA members, through the Alberta Purchasing Connection process, which has resulted in about \$900,000.00 in sales and rentals in the last 3 years (including seasonal rentals from Parkland County in 2023 and seasonal packer rentals to the MD of Wainwright for the last 3 years). We cooperated with the IITGC to provide the Canadian Department of National Defense a packer valued at \$189,000.00 in 2023
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Above.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
The City of Edmonton	Peter Nowak	780-496-5447
Government of Yukon	Kelly Dewdeny	867-667-5157
Camrose County	Darren King	780-679-6519

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Government of Yukon	Government	YT - Yukon	Sale of new equipment	Sale of 9 new XCMG compactors in between 2021 and 2024	1,200,000.00
City of Edmonton	Government	AB - Alberta	Sale of customized equipment, and equipment service and maintenance	four excavators between 2017 and 2021 and six wheel loaders in 2023	4,000,000.00
Canadian Department of National Defense	Government	AB - Alberta	Supply and provide training for customized compactor in cooperation with the Indigenous International Trading Group of Canada	one XCMG packer in 2023	189,000.00
Parkland County	Government	AB - Alberta	Seasonal rental of earth moving equipment in 2023	5 month rental of an XCMG grader and so far 7 months rental of an XCMG XC938 Wheel loader (ongoing)	120,000.00
Special Areas Board	Government	AB - Alberta	Sale of new equipment, equipment maintenance and training	Two XCMG CV163 16T vibratory compactors	380,000.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	We have three designated outside sales representatives covering Alberta (North-West, East-Central, and South) and two inside designated inside rental coordinators within each branch, a Sales Manager and a VP or Sales who oversee the sales and rentals from our facilities in Edmonton and Calgary. All those aforementioned positions are full-time JAPA employees, 40 hours per week and after-hours and weekend on-call. We have plans to grow and expand through 2024 & 2025.
27	Dealer network or other distribution methods.	JAPA currently has branches in both major cities in Alberta: Edmonton (Acheson business park) & Calgary. Between these facilities, we have a rental fleet of over 180 earthmoving, material handling and lifting machines. Both branches sit on 4 acres of land (where our rental fleet is parked) and include 20,000sqft of shop space, and 8,000sqft of parts space (plus a 80,000cuft parts warehouse in Acheson. They are ideally located close to highways for access across the province of Alberta and into BC, Saskatchewan and North to the territories. We are in the early process of working on an expansion to Grande Prairie as well. JAPA Machinery Group is the XCMG dealer for Alberta, the Yukon and the North West Territories, and we are working on expanding with more locations in these areas.
28	Service force.	We have 13 full-time Red Seal certified Heavy Duty technicians, 4 apprentice mechanic, and 7 fully-equipped field service trucks, as well as 20,000 sqft of shop, welding and detailing space in both Edmonton and Calgary .

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Monday through Friday 8am to 5pm MST our team answers all service and rental calls and directs them to either the appropriate territory manager or a rental coordinator. Afterhours or on weekends, a call is directed to an automated menu where option 2 will direct them to the on call person for sales and rentals. Inquiries can also be made online through the "Contact us" form or the virtual chat box.</p> <p>For rentals, we have a procedure in place that once we get a call, a Rental WO is generated from our asset management system, we have a machine inspection done, the proper paperwork and insurance is coordinated with the customer and docusigned, and any logistics are organized.</p> <p>For sales, all orders are from an end user and are supplied by JAPA out of stock or from factory order. We track all available machines and the market rate pricing from our asset management software.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Monday through Friday 8am to 5pm MST our team answers all service and rental calls and directs them to either the service manager, or shop/field foremen. From there we generally can have a mechanic dispatched for service within 4 - 24 hours. On the weekends and after-hours, our automated response (option 1) has the contact for the appropriate on-call staff, and we can arrange an emergency service call or schedule one for business hours, depending on the customers needs.</p> <p>For repairs, our service manage can prepare a quote for approval upon request. All WO are digitally tracked and maintained through our asset management system and whether we are working on our own machine or a customers machine, the machine is entered and a digital history of JAPA's work to it is created.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	XCMG has a sourcewell contract for mid-sized equipment across canada and the US. However as part of our dealer agreement, we one of the other dealers within that network (which would vary depending on location) would have supply products to entities in the US	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and able to provide our services to the participating entities in Canada - specifically, Alberta, the Yukon, the NWT, Saskatchewan and BC.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Any geographic area outside of Alberta, Yukon, NWT are outside of our territory as a dealer. However we can also supply rentals to Saskatchewan, and BC as well as the aforementioned areas.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>JAPA has a regional presence within Alberta, which is perfect for serving the RMA. We have cooperative agreements with businesses in the Yukon, NWT, Saskatchewan and BC to help with servicing our fleet that is rented or sold within those regions.</p> <p>JAPA is limited to servicing Sourcewell participating entities by the territory outlined in our XCMG dealer agreement and our reach as a rental house. However since XCMG has an existing Sourcewell contract and a network of dealers across most of Canada and the USA, we can cooperatively work with Sourcewell participating entities to reach additional dealers.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not applicable for this contract, as it is meant to service the Rural Municipalities of Alberta. However, XCMG has an existing sourcewell contract as a manufacturer and a number of dealers in the US that JAPA cooperates with as part of a strong dealer network.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As members in a number of associations, including ABA, ARCHA, ECA, CCA (and RMA), we participate in a number of trade shows and sponsor trade related events including golf tournaments, industry lunches, etc.</p> <p>Our sales force are also actively calling on RMA members, and presenting to public works departments.</p> <p>We are also active across several social media platforms including, LinkedIn, the Meta platforms and X. We have worked with media companies to create informative and educational videos.</p> <p>We have been featured in local and national publications that are available to contract members. We will include a sampling in the upload section.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We are active across a variety of social and digital media platforms, including: LinkedIn, Instagram (@japa_machinery), Facebook, X/Twitter (@japaequipment) and YouTube. We worked with a local marketing company to create digital and video content that tell our story, and post about company updates.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We know that from our locations in Edmonton and Calgary, we are able to offer Sourcewell participating entities with quality service and a quality product at an extremely competitive price. We aim to make things seamless for our customers.</p> <p>In the past we have tendered for rentals and sales to governmental agencies through Alberta Purchasing Connections, SAP Ariba and the Bids/Tenders website. However, we have seen that more and more of these opportunities are going through Sourcewell. With XCMG not being awarded a national Sourcewell contract in 2019 and only being awarded a mid-size equipment contract in 2023, it has limited our ability to bid on certain opportunities.</p> <p>We are hoping that this contract, should we receive it, will allow us to once again have access to future governmental rental opportunities. We saw directly in 2020 that Sourcewell's decision on RMA rentals greatly effects locally operated businesses in our region. Considering it is a tender to serve the Alberta area, we have seen Multinationals favoured regardless, and it makes growing our business with the RMA, regardless of being an approved vendor, more difficult.</p> <p>Should we be awarded a Sourcewell-contract, it will open the doors to participate/sponsor, as an approved vendor, in more RMA events. We will once again be able to promote the relationship on our website, and it will give us more weight behind our conversations with local governmental agencies who are looking for equipment.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our equipment inventory and rates are listed online at japamachinery.com, however all rentals and services are arranged via email, phone, text or online through our contact us or chat options. We are in the process of upgrading our website to a shopify model, that would allow buyers to select the exact machines they're looking for, and have a custom quote assembled. it should be ready later this year.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All machines come with an operating manual, and our sales and service team are always available to answer any questions regarding the safe operation of our equipment. We also offer optional on-site operator and/or service training as required, at no additional cost to Sourcewell participating entities. XCMG has a collection of safety videos and presentations ready, and we have many of those available as watchable links through Youtube, they are available at no charge. XCMG also has an XGSS system, with schematics and manuals online.

41	Describe any technological advances that your proposed products or services offer.	<p>We have GPS locating available on request for our machines. All machines have all required safety equipment (ie: rear-view cameras, proximity sensors, backup alarms, emergency stop systems etc.).</p> <p>From a service aspect, we have full access to XCMG Global Support System, CAT SIS & ET, Cummins Insight dealer access, and the service plug-ins for John Deere and Kubota.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>All of JAPA's vehicles and equipment follow EPA emissions guidelines. Where it is required, our vehicles and equipment have Diesel Particulate Filters, and we follow manufacturers guidelines for cleaning intervals.</p> <p>Our company policy is to not idle vehicles or machinery unnecessarily.</p> <p>We have an oil, filter and battery recycling program, scrap metal recycling programs, and cardboard recycling programs.</p> <p>We run a green office, having switched all our lighting to more efficient LEDs, and having gone primarily paper-less with our new asset management system, Nektar.</p> <p>As both an XCMG Dealer and Authorized Cummins dealer, we subscribe to both companies' sustainability and environmental goals</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Avetta Certification. EPA certification.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>We do not have these official certifications, as they are American certifications, and we are a 100% Canadian owned and operated company.</p> <p>That being said, we are a family owned company that is 1/3 female owned, and 22% female operated – including female apprentices. 24% of our workforce are new Canadians, many of whom we have helped complete career or educational programming such as apprenticeships.</p>	*

<p>45</p>	<p>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?</p>	<p>As this Sourcewell contract is for the Rural Municipalities of Alberta, it's important to note that JAPA is an Alberta-grown and locally operated business. When people think of JAPA, they should think of quality people and quality products. Within our management alone, we have over 200 combined years of heavy equipment experience, from sales to parts to service. So there are not a lot of questions that we can't answer.</p> <p>In both Calgary and Edmonton locations, JAPA offers a one-stop shop solution for Sourcewell participating entities, with the option to rent heavy equipment, have your service and maintenance done, and buy your engine oil filters. Being an XCMG dealer, Cummins dealer and Trek dealer give our customers a lot of options.</p> <p>As we are a small company, we also offer Sourcewell entities a more personal experience for their rentals and service. We are a community-driven company that actively supports our local economy, local charities, local sports teams, and local apprenticeship programs. The apprenticeship program is critical to our business and growing the industry. JAPA currently has 5 apprentices: 4 apprentice Heavy Equipment Technician (4th, 3rd, 2nd and 1st year), and one 1st year apprentice parts technician. We are looking to add two apprentices at our Calgary location as well. Throughout the years, we have had 17 apprentices who have completed the program from start to finish with JAPA Equipment Rentals, including Shaun Green, who is after 20 years, our General Manager. We pay our apprentices to go to school, ensuring they don't have to worry about cost of living.</p> <p>On an annual basis we support charities that back several community programs including those for single mothers, veterans, and both the indigenous and LGBTQ2s+ communities. We can attach a list of local charities we support. To celebrate 50 years of JAPA in 2022, we worked with our staff to choose 50 community groups and charities to support. We have not looked at any particular metrics when it comes to community activities. Our success is a community-based success, and we believe it is important to give back to the communities that we live and work in, and those that help the programs that have supported our staff. The more we can do for our community, the better off we all are. Outside of charities, we support local hockey and soccer teams, and have volunteered through coaching and given our time to charities including Kaleo Collective's Love You Mama and Little Santas events. To celebrate the 2023 year, JAPA made significant donations in your customers' name to Edmonton's Santas Anonymous and Food Bank, Calgary's Food Bank and Kids Cancer Care foundation, and, in conjunction with the Acheson Business Association's Make a Difference Campaign, Parkland County's Christmas toy and food drives.</p>
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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.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	JAPA's standard factory warranty from XCMG is 3-year / 3600 hours, and covers all warrantable failures for parts and labour. JAPA warranties parts and labour for all rental equipment that RMA participating entities, regardless of the year and hours (wear parts excluded).
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty can be voided by misuse or misapplication of the equipment (operator error, etc.) Machines must be serviced as required, by the customer, on any long-term rentals.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	JAPA does not charge mileage. Travel time in the Greater Edmonton and Greater Calgary area (within 2 hours of nearest service centre) is included in warranty at no cost.
49	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?	Per our dealer agreement JAPA can only service within our geographical area, however, there are other XCMG dealers in the US and Canada.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Only if they're installed prior to rental (or sale), and only if they're installed by a JAPA certified Heavy Equipment Technician.
51	What are your proposed exchange and return programs and policies?	Rental units will be inspected upon return. Any damage, over-hours, or over due servicing will be charged to the customer. If there is an issue with a piece of rental equipment and we have an equal unit in stock, we will swap the units at no cost to the customer.
52	Describe any service contract options for the items included in your proposal.	Service contracts are available on an individual basis, as required by the end user.

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.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	Machines will perform to the specifications as quoted by JAPA and/or XCMG.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Quality Assurance Policy: JAPA Machinery Group commits to providing well-maintained and reliable equipment, regularly inspected and serviced to meet safety and performance standards.</p> <p>Flexible Rental Terms: JAPA Equipment Rentals offers flexible rental terms tailored to the unique needs of each customer, including options for short-term or long-term rentals, and customized equipment configurations, etc.</p> <p>Service & Maintenance agreements are available upon request from the RMA's Sourcewell Participating Entities</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Our standard terms are Net 30.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We offer Rental Purchase Options with 100% of the rental to apply to the purchase for up to 6 months on new equipment and 3 months on used equipment. We also work with a number of financing companies that offer longer term leasing options, and XCMG has started a retail financing option. We are excited to be able to offer new opportunities to our customers in the next year.	*
57	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.	When an order is placed with a JAPA rental or sales agent, we track the machine inspection and rental contract through our asset management management system: Nektar. We send the Rental (or sales/RPO) contract (which links the inspection and pictures) through DocuSign for signature to the customer, and in return we ask for an insurance binder. Our billing, work orders and up to the minute fleet availability (with current customers) are all one click away in a report. From there, we are able to track any quarterly RMA sales from the Nektar reporting system and forward to Sourcewell as required. If a customer decides to add a service contract, any work and copies of all work orders are all tracked through the same system.	*
58	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?	While we can set up P-card procurement payment process, and we accept both Visa and Mastercard. Many of the RMA members already have an account set up with us. There is no additional cost to the Sourcewell participating entities if they pay by P-card, CC, cheque or EFT. We also have the ability to pre-authorized debit payments for our customers.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
59	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.	JAPA has a published retail rental rate sheet, that is competitive across Alberta. For this tender, we will offer Sourcewell Participating Entities with the RMA a 10% discount off of our published retail rental rates. The rental rate guide is attached.
60	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.	As stated above, JAPA will offer a 10% discount off of our published retail rates.
61	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing we are offering to Sourcewell participating entities is better than any volume discounts we offer to our standard customers.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Our rental rate includes standard attachments and features. Any specialized attachments that we have in our inventory (ie Thumbs and Twist Buckets) are included at no additional cost. We work with a number of partners who carry more specialized attachments. If any of those are required, we will rent them out at cost.
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight for delivery and returns is not included in the rental rates submitted. Any excessive clean-up or damage will be billed on the final invoice. Any fuel or DEF required on return will be billed on the final invoice as well (machines are shipped out with full fuel tanks and are expected to be returned with full fuel tanks)
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We use third party trucking services for rental deliveries, as required by the Sourcewell participating entity. Prices vary across vendors and depend on distance and the weight of the machine being rented out. There is an additional cost of \$200 CAD with most of the third party trucks for cleaning excessively dirty machine tracks on return.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use third party trucking services for rental deliveries, as required by the Sourcewell participating entity. Prices vary across vendors and depend on distance and the weight of the machine being rented out.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We will assist as required in booking trucking for the Sourcewell participating entities, and can supply multiple quotes if required.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering 10% off our book rates, which is better than we have offered in the past, or currently offer government agencies.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We will use the existing technologies within our company including Nektar, Sage, Teams and Outlook Calenders to ensure that the Sourcewell customers receive the correct pricing, that the reporting is completed and that Sourcewell is paid appropriately.
69	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.	Number of units delivered, number of municipalities quoted, and total dollar volume.
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay Sourcewell a 2% fee per transaction, quarterly.

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

Line Item	Question	Response *
71	Describe the rent-to-buy option for new rental equipment if applicable.	JAPA offers Rental Purchase options as follows: - All new machines will have 100% of the paid rentals applied to the purchase, for the first 6 months. - All used machines will have 100% of the paid rentals applied to the purchase, for the first 3 months.
72	Describe your used rental equipment sales program if applicable.	All of JAPA Equipment Rentals used/rental inventory is available for daily/weekly/monthly rentals, rental purchase, or outright purchase. The prices on these machines are updated throughout the season to reflect the current hours, condition and market.
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	JAPA Equipment Rentals' fleet of over 180 machines features a full line of construction equipment, including but not limited to: - 1.8 to 50 ton hydraulic track excavators, equipped as required - 2.5 to 5.5 cu.yd. wheel loaders, equipped with hydraulic couplers, buckets and forks - 8 to 16 ton vibratory single drum soil compactors c/w cab and a/c - 39" to 55" double drum and combination asphalt rollers - 82", 16 ton, 8-wheel pneumatic asphalt roller, c/w cab and a/c - 19' to 26' Mobile Elevated Work Platforms (Scissor Lifts) in 32" and 46" widths - 12,000 lbs., 56' reach telehandlers, c/w cab, a/c and load limiter - 5,000 lbs., pneumatic tires forklifts
74	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Heavy Equipment Rentals - Heavy Equipment Sales - Material Handling Equipment sales & rentals - Lifting equipment sales & rentals - Parts - Service

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 2: Construction Equipment and General Rental Solutions	*

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

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.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments
76	Earth Moving Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Four sizes of Wheel loaders - Hydraulic track excavators from 1.8T to 50T
77	Aerial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	MEWPS (scissor lifts) 19' and 26' height options, 32" or 46" platforms.
78	Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	- Single drum vibratory soil compactors (8T, 13T and 16T), in 66" and 84" widths. - Asphalt rollers from 39" to 55", available as double drum or combi rollers - 82" wide, 16T, 8-wheeled pneumatic roller
79	Industrial	<input checked="" type="radio"/> Yes <input type="radio"/> No	- 12,000lbs, 56' reach telehandler - 5,000lbs LPG forklift
80	Roadway	<input type="radio"/> Yes <input checked="" type="radio"/> No	
81	Concrete Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
82	Landscape Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
83	Trailers	<input type="radio"/> Yes <input checked="" type="radio"/> No	
84	Lighting Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
85	Barricades	<input type="radio"/> Yes <input checked="" type="radio"/> No	
86	Signs	<input type="radio"/> Yes <input checked="" type="radio"/> No	
87	Batteries or Charging Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
88	Generators	<input type="radio"/> Yes <input checked="" type="radio"/> No	
89	Wash Stations	<input type="radio"/> Yes <input checked="" type="radio"/> No	
90	Portable Restrooms	<input type="radio"/> Yes <input checked="" type="radio"/> No	
91	Temporary Shelters	<input type="radio"/> Yes <input checked="" type="radio"/> No	
92	Used Rental Equipment Sales	<input checked="" type="radio"/> Yes <input type="radio"/> No	JAPA's complete inventory of used & rental equipment is available for sale.

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

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.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	<input type="radio"/> Yes <input type="radio"/> No	
94	Street Maintenance & Cleaning Equipment	<input type="radio"/> Yes <input type="radio"/> No	
95	Bucket Trucks	<input type="radio"/> Yes <input type="radio"/> No	
96	Diggers	<input type="radio"/> Yes <input type="radio"/> No	
97	Roll-Off Trucks	<input type="radio"/> Yes <input type="radio"/> No	
98	Refuse Trucks	<input type="radio"/> Yes <input type="radio"/> No	
99	Waste & Debris Handling Equipment	<input type="radio"/> Yes <input type="radio"/> No	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

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

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

- [Pricing](#) - JAPA 2024 Rate Sheet .pdf - Wednesday April 03, 2024 15:45:14
- [Financial Strength and Stability](#) - Report.pdf - Wednesday April 03, 2024 15:42:59
- [Marketing Plan/Samples](#) - JAPA-Sourcewell Marketing Material.pdf - Tuesday April 09, 2024 10:46:57
- [WMBE/MBE/SBE or Related Certificates](#) - avetta certificate.pdf - Monday April 08, 2024 20:06:04
- [Warranty Information](#) - New Equipment Warranty.docx - Monday April 08, 2024 20:01:02
- [Standard Transaction Document Samples](#) - Rural Municipalities CP323 padfoot packer 0562 21.08.23.pdf - Monday April 08, 2024 20:07:16
- Requested Exceptions (optional)
- [Upload Additional Document](#) - JAPA-Sourcewell Additional Documents.pdf - Tuesday April 09, 2024 10:39:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Gallimore, VP of Sales, JAPA Equipment Rentals Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	<input checked="" type="checkbox"/>	1