



**MASTER AGREEMENT #092424**  
**CATEGORY: Tax-Exempt Municipal Leasing with Related Services**  
**SUPPLIER:**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Community First National Bank, 215 S. Seth Child Road, Manhattan, KS 66502 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 11, 2028, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the Solutions identified in (Solicitation #092424) to Participating Entities. In Scope Solutions include:
  - a) Tax-exempt financing Solutions for the lease of a broad variety of assets, commodities, equipment, and improvements; and,
  - b) Related services in connection with the financing described in 7)a above, including but not limited to, delivery, end of lease, asset or contract management tools, or similar services.
  - c) Proposers may offer other financing alternatives and related services to the extent that they are complementary to 7)a and 7)b above, such as:
    - i) Fair Market Value or Buy Out Leasing, traditional financing, and commercial leasing services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase Solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) 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.

ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

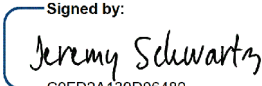
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

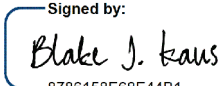
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Community First National Bank

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 11/21/2024 | 10:56 PM CST

Signed by:  
  
 8786158E68E44B1...  
 By: \_\_\_\_\_  
 Blake J. Kaus  
 Title: Vice President & Director of Leasing  
 Date: 11/21/2024 | 2:25 PM CST

# RFP 092424 - Tax-Exempt Municipal Leasing with Related Services

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## Vendor Details

Company Name: Community First National Bank

Does your company conduct business under any other name? If yes, please state: Community Leasing Partners, Division of Community First National Bank

Address: 215 S. Seth Child Road  
MANHATTAN, KS 66502

Contact: Blake Kaus

Email: blakekaus@clpusa.net

Phone: 888-777-7850

Fax: 888-777-7875

HST#: 48-1238548

## Submission Details

Created On: Thursday September 12, 2024 10:05:26

Submitted On: Tuesday September 24, 2024 09:33:39

Submitted By: Blake Kaus

Email: blakekaus@clpusa.net

Transaction #: 126f62b6-b630-49ab-8fcc-f4450b4743da

Submitter's IP Address: 216.147.237.152

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Community First National Bank
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Community Leasing Partners is a division of Community First National Bank
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable
5	Provide your NAICS code applicable to Solutions proposed.	Not applicable
6	Proposer Physical Address:	215 S. Seth Child Road Manhattan, KS 66502
7	Proposer website address (or addresses):	www.clpusa.net
8	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):	Blake J. Kaus – Vice President & Director of Leasing 215 S. Seth Child Road, Manhattan, KS 66502 888.777.7850 / 785.323.1111 (bank main line) blakekaus@clpusa.net
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Blake J. Kaus – Vice President & Director of Leasing 215 S. Seth Child Road, Manhattan, KS 66502 888.777.7850 / 785.323.1111 (bank main line) blakekaus@clpusa.net
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Dave Fike, Director – Business Development 877.525.1776 davefike@clpusa.net  Callan Jarabek – Marketing Lead & Sales Assistant 888.444.9575 callanjarabek@clpusa.net  Cindy Turner – Assistant Vice President – Leasing Operations Manager 888.777.7850 cindyturner@clpusa.net

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Community Leasing Partners (CLP) is a division of Community First National Bank in Manhattan, Kansas, specializing in tax-exempt, municipal lease purchase financing. The bank opened in 2001 with the CLP division beginning operations within the bank in 2010. CLP is powered by key personnel with prior work experience within the industry and with other municipal lending institutions. In total, CLP retains more than 100 years of combined, industry-specific experience.</p> <p>Our core philosophies in building our business, our brand, and our success are wrapped in the following principles:</p> <ul style="list-style-type: none"> <li>• Reputation is everything</li> <li>• Be the best you can be at all times</li> <li>• Honesty, integrity, and transparency</li> <li>• Accountability</li> <li>• Work hard and enjoy what we do</li> <li>• Be solutions-oriented – always find a way</li> <li>• Value and build partnerships daily</li> </ul> <p>CLP has found its success by utilizing these core principles and putting the needs of our customer and vendor partners at the forefront of our action and communication plans, leading to successful partnerships and decades of results.</p> <p>The main contact for this RFP, Blake Kaus, has 30 years of specific municipal finance experience, with two other leadership roles within the division having an additional 55 years of experience. In addition, the bank retains a full staff of 80-plus banking professionals. This expertise allows us to respond quickly to inquiries and offer innovative solutions for a wide range of leasing situations. CLP's focus is municipal finance, and, throughout the years, we have evolved into what we are today – a leader in the municipal finance industry.</p> <p>We have been fortunate to work with political subdivisions of all sizes, with budgets as small as \$25,000 to budgets more than several billion dollars. Throughout the past 25-plus years, our team has financed more than two billion dollars' worth of equipment for municipal entities.</p> <p>We finance projects in every state in the country, working with a variety of manufacturer and distributor contacts. We have specialized finance programs that have been developed through years of experience and by listening to our customers.</p> <p>Our strong track record in working with thousands of municipal entities, traveling to hundreds of conferences over the years, managing vendor and manufacturer financing/leasing programs, and our bank affiliation provides us with a unique background, knowledge, and unmatched experience. This allows us to speak intelligently and be informed about the municipal financing and public safety industries in addition to providing our customers with valuable input and feedback, which in turn allows them to make informed decisions. Simply put, our straightforward and honest feedback with our customers helps build strong relationships because they are confident in our knowledge and abilities to provide the best overall outcome for their financing project. This is evidenced by the hundreds of repeat customers we have worked with over the years on a variety of projects.</p> <p>Once we have worked with an end-user on a project, and they have experienced the CLP difference, they turn to us to finance every other purchase for them as well, which is a mosaic of equipment, apparatus, and vehicle needs. Therefore, due to our organic growth and success in these areas, the bulk of our business results have been in the public safety and public works industries. However, as a bank and specialists in municipal lease purchase financing, we can work with any type of political subdivision and finance any essential use equipment, apparatus, vehicles, or building projects.</p> <p>An attribute that makes us unique is that we are a division of a bank and a direct funding source for transactions, offering extremely competitive interest rates, friendly service, quick responses on quote requests, expedited credit approvals, and quicker issuances of contracts, all while providing that hallmark service we are known for. We are a nationally chartered bank with a "community bank" approach to servicing our customers.</p> <p>We whole heartedly believe once you combine the vast experience and dedication we have shown in this industry, our proven and successful track record, our consistently competitive rates, our outstanding service, and our strong reputation and respect within the industry, we are the best option for any Sourcwell member organization.</p>
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12	<p>What are your company's expectations in the event of an award?</p>	<p>In the event of an award, our expectation would be to work quickly and hand-in-hand with Sourcewell to promote the new contract to the thousands of current customers, manufacturers, and vendor clients we work with so that they can begin to use our contract to either streamline their purchasing process or allow their customers access to a simplified process via the new contract.</p> <p>We would expect that our volume of leases would increase; therefore, we would create a dedicated CLP team to work on these new Sourcewell projects exclusively, bringing the high standards that our current customers expect to our new Sourcewell customers.</p> <p>Our in-house marketing team would be able to create timely, creative, industry-specific literature, flyers, or other marketing pieces that reflect the benefits of utilizing Sourcewell and CLP for your next financing project. There would be no waiting for a third-party to create materials, wait for approval, and be billed additional costs. This would all be handled in-house with direct contact between Sourcewell and CLP.</p> <p>We would expect to collaborate with Sourcewell on a regular basis to ensure that we are both creating a positive experience for all of our customers and look for ways to improve every day. Our goal would be to create a customer experience in which Sourcewell and CLP became synonymous when looking for the best financing experience in the industry.</p>	*
13	<p>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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Community Leasing Partners has a strong foundation. Building on 14 years as a true division of a nationally chartered and federally insured bank with 24 years of doing business and a dedicated staff with more than 100 years of experience even amongst a few leadership members (leadership &amp; key managers at CLP have been in the municipal industry nearly 30 years individually, having worked at other companies prior to CLP). Because we are a division of Community First National Bank, we have the unique distinction of being one of the few financing partners in the industry that can hold deals in-house and service our lease portfolio. This is an important distinction, as independent lease companies (brokers) cannot hold any of the leases they arrange, nor can they hold any escrows which may be needed for a project, but CLP has that ability.</p> <p>Our experience and financial stability are unmatched by any other comparable company in the industry. As a bank we can provide our Federal Reserve call reports, which can be found within our upload section. We have the financial strength and stability to perform under this contract and are happy to include as part of the requirement of the RFP.</p> <p>As a division of Community First National Bank, we are proud to have received a 5-Star rating from Bauer Financial – an independent, third-party bank and credit union rating institution. This 5-Star rating is the highest ranking available in the country, and places us at the top of all banking institutions for strength and stability. More information about Bauer Financial can be found on their website here: <a href="https://www.bauerfinancial.com/">https://www.bauerfinancial.com/</a>. We have also attached a copy of our Bauer Financial rating in the document upload portion of our submission.</p> <p>In addition to our independent financial stability, we do work with outside lenders from time to time on projects to provide the best overall solution for our end users. With our bank-to-bank relationships garnered from years of experience and a solid reputation, we work with other lenders with trillions of dollars in assets.</p> <p>As another indicator of stability, brand recognition, and reputation, Blake Kaus, CLP's Vice President and Director of Leasing, currently holds a position on the Board of Directors of the Association for Governmental Leasing and Finance (AGL&amp;F) board, which is a non-profit organization founded in 1981 that provides a platform for companies and professionals in leasing and financing of real and personal property for state and local governments for education and industry oversight. Mr. Kaus was also recently asked to join the Executive Board as Secretary of the organization, a position voted on by its peers, with the Board of Directors containing some of the largest banks, investment companies, and legal firms in the country. With this appointment, CLP is recognized as a bona fide leader in the industry and provides unlimited access to the national lending market.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>The municipal finance marketplace in general is vast, with a variety of bond and lease related projects, both with political subdivisions directly and through conduit financing. In summary, the total market can be measured in a variety of different ways and take a variety of different forms, so depending on your definition and scope of this question, our response may vary. We have financed more than two billion dollars' worth of equipment over the past 20-plus years, with thousands of different customers, which would place us in some elite categories by any measure. In our fields of expertise, our market share would be a strong double-digit percentage. If compared to the entire municipal finance industry as a whole, our market share would be 2.5%-3%.</p>	*

15	What is your Canadian market share for the Solutions that you are proposing?	We have worked with some of our manufacturer clients from time to time in Canada, but we do not claim to have any significant market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A Our company has never been in this situation.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	We are a service provider and a Federally regulated bank with supervision over our direct sales and service force, as we all are employees of Community First National Bank. We take great pride in our customer service and consider that one of our hallmarks in working with us.  We work with ALL manufacturers and their dealers across the United States. Our coverage area is vast and thorough, and we have taken great care and time in cultivating these relationships with each and every one of our vendor partners and funding partners.  Over the years we have received requests to develop private label programs for some of our largest vendor and manufacturer customers. A few of these will be included as examples in the document upload portal. These customized programs and materials help our vendor partners to increase their sales and, in turn, our leasing portfolio.  We go to great lengths to educate these vendor partners and their sales staff to understand the benefits of financing and how it can help sell more equipment. We regularly attend national sales meetings and open houses and provide regular webinars for our vendor partners. We provide the vendor partners with educational handouts and access to our online quoting system to aid in their presentation to the customer.	*
18	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.	We are a nationally chartered bank, under review by both State and Federal banking authorities, to ensure necessary compliance and safeguarding of our customers. This ensures that the Sourcewell customers are guaranteed to have a predictable, regulated, and lawful lending partner. Without such regulatory oversight, there is no clear path to report to a non-bank lender or to hold such broker entities accountable for any claims or issues associated with their project.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A We do not have any such information related to our company.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	As a division of Community First National Bank, we are proud to have received a 5-Star rating from Bauer Financial – an independent, third-party bank and credit union rating institution. This 5-Star rating is the highest ranking available in the country, and places us at the top of all banking institutions for strength and stability. More information about Bauer Financial can be found on their website here: <a href="https://www.bauerfinancial.com/">https://www.bauerfinancial.com/</a> . We have also attached a copy of our Bauer Financial rating in the document upload portion of our submission.  We believe that recognition and awards may come in a variety of forms, with peer recognition being considered the highest of marks. Indicative of peer recognition is that Blake Kaus, CLP's Vice President & Director of Leasing, was asked to join the AGL&F Board of Directors in May of 2023, following successfully co-chairing the annual conference for the organization. The Association for Governmental Leasing and Finance (AGL&F) board, which is a non-profit organization founded in 1981 that provides a platform for companies and professionals in leasing and financing of real and personal property for state and local governments for education and industry oversight.  Mr. Kaus was also recently asked to join the Executive Board as Secretary of the organization, a position voted on by its peers, with the Board of Directors containing some of the largest banks, investment companies, and legal firms in the country. With this appointment, CLP is recognized as a bona fide leader in the industry and provides unlimited access to the national lending market.	*

21	What percentage of your sales are to the governmental sector in the past three years?	As a division of a bank that specializes in municipal/governmental finance, 99.9% of our lending would fall into this category. This would include any type of political subdivision, municipal conduit financing project, and quasi-governmental entities providing a municipal function.  As a nationally chartered bank, our retail division conducts a variety of retail sales and offerings; however, as it relates to the specifics of this RFP and the administration and support of this program, the Community Leasing Partners division will focus on the municipal/government sales.	*
22	What percentage of your sales are to the education sector in the past three years?	We have the capacity to work with any political subdivision, including school districts on any essential use project. Our current sales within this section would be 5% of our total production.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We currently hold a contract with NPPGov with annual sales totaling \$5 million per year.	*
24	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?	N/A We do not currently hold any of these contracts.	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three (3) customers who are eligible to be Sourcwell participating entities. If your company can serve Canada, include at least one (1) Canadian reference.

Entity Name *	Contact Name *	Phone Number *	
Telluride Fire Protection District	John S. Bennett	970-729-2411	*
City of Kingston, MA	Mark Douglass	781-831-0151	*
Los Fresnos Volunteer Fire Department, TX	Gene Daniels	956-233-3882	*
City of Pittston, PA	David Allen Hines	570-654-0513	
Ramona Municipal Water District, CA	Robert Stehlik	760-788-2233	

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcwell 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.	As a well-experienced direct bank lender which has covered the entire country for several years, we are confident that our sales force and support staff are more than adequate to satisfy the needs of all Sourcwell members. In addition, we rely on our technology to satisfy our customers’ needs (end-users, vendors, distributors, and manufacturers) so that we can communicate with them using a variety of methods, which would include but are not limited to tradeshow, phone, cell phone, text message, website submissions, conference calls, MS Teams, Zoom calls, and email. This is in addition to the hundreds of conferences, sales meetings, open houses, and other business-related trips we have taken to support both our end-user and vendor partners.  With our vendor partners, we have 1000s of contacts supporting and promoting our services. For instance, in the fire service industry alone, we have more than 3,000 vendor partners that we have worked with in the industry. Our corporate office is in Manhattan, KS, which allows us to cover the time differential with ease because of our central location. We also have a sales office in Pennsylvania, and a sales office in western South Dakota, which allows us to maximize our support hours by covering three time zones. Our Community Leasing Partners division has nine dedicated personnel to assist in the sales, contract, and funding functions, in addition to the approximately 80 other banking personnel to take our clients from start to finish on every project.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>With our track record and ability to work with vendor/dealer/manufacture clients across the country, we have access to thousands of contacts which we work with on a regular basis, many for more than 20 years, many of which are current Sourcewell contract holders.</p> <p>Although we work with a variety of vendors and manufacturers across a variety of industries, with 1000s of repeat customers, we are also the premier lender of choice within the public safety industry and currently represent many of the leading manufacturers of both fire apparatus and equipment on their national financing programs. Many of these contacts promote our services to their end-users via in-person visits, phone calls, text messages, emails, and website links so that they may sell more products and provide an overall positive purchasing experience for their customers. We work in tandem with these dealer networks to promote the idea of leasing/financing at several levels to ensure the customer is aware of the means in which they can easily acquire their apparatus or equipment.</p> <p>CLP recognizes that every vendor/manufacture has their own unique approach to the market, and we tailor our presentations and onboarding process to each vendor/manufacture partner and create specialized handouts and informational materials to assist our vendor/manufacture partners. We believe that providing marketing assistance to our vendor/manufacture partners gives them a leg-up and in-turn creates a long-lasting partnership and a plethora of opportunities in the future to help our customers in common.</p>	*
28	Service force.	<p>All our exclusive, full service-related needs will be handled out of our corporate office, where we have assigned staff members to handle the specific tasks and questions (sales, credit, contract, funding, and servicing of the lease) related to our municipal finance projects, with additional sales and marketing support out of our Pennsylvania and South Dakota offices. Our CLP personnel have additional support from our nearly 80-plus Community First National Bank team members, who are able to provide additional services related to the support of the leasing division. We have our customers covered from every angle.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The customer will be able to request proposals either directly through us (call, email, text, or website submission) or through one of our numerous vendor or manufacturing partners. We will generally provide a customer with several options to consider and then continue to customize the structure of the quote to meet their specific needs. We are typically able to respond to a customer's request within two hours of their inquiry, and our satellite staff help us cover three time zones; therefore, our customer service time and availability exceed some of our competitors' abilities and reach.</p> <p>Once a final structure has met with their approval, we will forward a one-page application for their review and completion. Upon receipt of their financial information, we will review it in its entirety and contact the customer with any questions we have. With an approval, we will notify both the end-user and vendor/dealer of the approval and forward the official financing contract for the end-user's review and completion. At this stage CLP handles all of the financing process, including contract issuance, funding and servicing of the lease in house, this way the vendor can focus on other customers' needs.</p> <p>Upon the return of a signed financing contract and confirmation of the final items needed from the vendor/dealer (invoice, wiring instructions, delivery confirmation), we will be able to fund the lease. Following the funding of the lease, we will invoice the customer eight weeks in advance of their payments (for monthly payments we would provide a payment book or set up an ACH payment).</p>	*

<p>30</p>	<p>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>	<p>Our ability to service our customers is very important to the overall satisfaction and experience of our end-users, which of course allows us to showcase our abilities and commitment to the process. Through service we can reach more customers and in-turn better support our partner networks and increase our repeat business with current customers.</p> <p>To best illustrate the service capability and process of CLP, we generally follow these steps:</p> <ul style="list-style-type: none"> <li>• Sales - Initially, every customer/client works with our sales staff to develop a customized approach to their project. This step is the most critical, as we ensure that we are structuring the financing to match the needs of the customer and ensure the financing will meet their needs not only today but with an eye to the future as well. Quotes are provided back to an end-user or vendor customer within two to four hours of the request.</li> <li>• Credit/Underwriting - Once a final structure is finalized, we move to the credit process where a member of the CLP team will work personally with the end-user customer to gather the appropriate items needed for the underwriting and work with the end-user to answer any questions we may have, all in an effort to obtain a quick credit approval (generally within 24 hours). For projects larger than \$1M or \$5M, it may require different levels of approval, depending on the collateral and structure, and, therefore, may take additional time.</li> <li>• Documentation/Contract - Following a formal approval, within 24 hours our documentation department will generate the documents in-house and forward them to the customer for final review and signature. At this time, our contract department will assign a specific person to assist the end-user with the return of the contract and answer all questions they may have. This means personalized, accurate, and timely response, as we are the lender providing the contract documents (not relying on a third party to generate the contract documents). We also confirm and communicate with the vendor regarding important details to ensure we can pay them in a timely fashion. We act as a liaison between both the end-user and vendor to ensure all the appropriate data/information is prepared, accurate, and scheduled so that we can be sure to have a timely funding to the vendor at the appropriate time.</li> <li>• Funding – Our contract department, which includes our internal escrow department, will work with the end-user customer to fund the lease directly to the vendor partner or place funds into an escrow/draw account to await a future delivery and funding date. In the event a lease needs to fund to escrow for a future delivery or for the multiple draws required as part of the project, we as the bank (CLP), will be the direct escrow agent (brokers cannot act as the escrow agent as they are not a bank); therefore, we will continually and directly follow-up with the customer to confirm delivery estimates and/or draws needed with the customer still working directly with CLP for any and all disbursements needed. By working ahead and communicating with all the necessary parties prior to delivery, payments can be made to the vendor the same day as delivery.</li> <li>• Servicing – We take great pride in the fact that we either hold in-house for our own loan portfolio or service 99% of all the leases we put in place with our customers. Most companies submitting bids cannot hold any leases in-house, as they are pure brokers with no direct funding capacity. This means that our customers still send us all their payments, call us with all their questions, and provide us with the updated annual insurance certificates as we are the legal responsible party. This is a unique attribute only to CLP and nobody else can offer this as part of the ultimate service experience before, during, and after the sale.</li> </ul> <p>We consistently share the following message with our end-user customers and vendor/manufacture partners:</p> <p>We are confident you will find our combination of rates, service, and programs to be unmatched by any other finance company in the country.</p> <p>And to share a message from one of our current customers, Jim Lyons at MES/Shipman's Fire:</p> <p>I have worked with a lot of different leasing companies (brokers) over many years, and knew about CLP; however, I didn't realize how much of a difference there really was until now....and wow what a difference! It is a whole new level of customer service, response times, support, and better rates too!! You guys are awesome!</p> <p>(Note: some of the companies that he had used had applied to the Sourcewell RFP in 2020)</p>
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>CLP's ability and willingness to assist all Sourcewell members is very high as we already work with several entities which are currently members. We also work with many others that could be members and currently service a great number of municipal entities, having financed billions of dollars in equipment through 1000s of leases over our history. We have the mechanisms in place to provide our products and services at an elite level. Ultimately, working with Sourcewell participating entities is at the core of this program.</p> <p>We retain several unique characteristics that no other broker or leasing company can match, have a long history of success in municipal finance, and are greatly respected in the industry by our peers, as evidenced by our membership in the Association of Government Leasing &amp; Finance and as a member of the Executive Board of Directors, which is elected by peer organizations that represent the largest banks and bond firms in the country, all of which perform their jobs at an elite level.</p> <p>In summary, we are a perfectly equipped bank which is willing, able, and honored to provide our products and services to Sourcewell participating entities.</p>	*
32	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p> <p>If your company can serve participating entities in Canada:</p> <p>a) Describe how you ensure compliance with federal, provincial, and municipal regulations and standards related to leasing agreements in Canada, and</p> <p>b) Describe your company's experience in providing leasing services to participating entities in Canada and list one (1) reference in Table 2B.</p>	<p>As a nationally chartered bank, with unlimited contacts within our industry, we will plan to work with one of our banking partners with a presence in Canada to ensure that all proper federal, provincial, and municipal regulations are followed to comply with Canadian laws.</p> <p>We have provided a variety of quotes with vendor partners in Canada through our banking relationships, however all have opted to pay cash or finance with their local institution.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>As a nationally chartered bank and municipal leasing division which performs daily activities across the country for all types of municipalities and non-profit entities, we have worked with 1000s of entities and financed more than \$2 Billion in equipment. We stand ready to serve all the communities within the 50 states.</p> <p>Canada – We are open and willing to providing financing services to members in Canada and will plan to work with our banking contacts in Canada to service these customers.</p>	*
34	Identify any account type of participating entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We can and have worked with a variety of political subdivisions, eligible conduit financing projects, and qualified non-profits on their financing of essential equipment. There are no restrictions or limitations on our ability to promote this contract.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	As a nationally chartered bank we can provide the same financing program to members in Alaska and Hawaii; therefore, no restrictions or no specific contract requirements are required by CLP for these states. As it relates to US Territories, they would be evaluated on a case-by-case basis as to the overall credit quality of the end user, type of collateral, and term selected.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, with eligible conduit projects and other qualified non-profit entities.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As a division of a bank, with a focus on municipal finance, with a team that has financed more than \$2 Billion in equipment for 1000s of entities, as an active member of the AGL&amp;F (Association of Government Leasing &amp; Finance), and a member of the Board of Directors for the AGL&amp;F (elected by its peers), we have certainly found success in reaching our target markets through a variety of efforts and marketing plans and strategies and have industry recognition as a leader within the industry. With our ability to self-fund, hold leases in-house, generate our own contract documents, manage our own internal escrow accounts, and ability to service 99% of all the leases we fund, we stand alone as it relates to our ability to service the customer from conception until the lease is paid in full. Our long-term customers have come to experience this same level of service and have come back to us again and again for new projects.</p> <p>The objectives of this plan would include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Vendor and Member education and engagement with strategic leasing concepts.</li> <li>• Customized co-branded literature for all vendor/manufacturer programs.</li> <li>• Increase participation and membership with the Sourcewell program.</li> <li>• Provide awareness of the CLP/Sourcewell partnership.</li> </ul>

- Showcase the industry-leading and completely unique attributes of CLP to the membership.
- Financing 101 education with end user and vendor partners.

As part of an overall marketing strategy, we would encourage Sourcewell to include us in any training seminar or convention type opportunities. The more exposure the leasing portion of this program receives, the more it will be used by your participants. We regularly share with end-user and vendor/manufacture clients that we are an important tool in the toolbox and can help provide and guide them to a solution that will work for all.

In approaching the Sourcewell program, Community Leasing Partners would take a multi-faceted approach. The two distinct parts of our approach would be end-user vs. distributor/manufacture. Both customers would be invaluable to the success of the Sourcewell finance program; therefore, they both should receive targeted support/marketing materials.

Distributor/Vendor

Because we would have access to the list of Sourcewell members, we would envision a regularly scheduled marketing campaign. This campaign would be administered through personal contact at conventions or sales meetings, phone, web, mail, and e-mail.

Co-Branded Marketing Materials: All materials would contain the Sourcewell logo, or other approved logos from a vendor/manufacture partner, and our approved contract information. Promotional materials would be customized to fit the needs of a particular product group. For example, we may want to send different marketing content to a law enforcement supplier vs. fire truck distributor. These subtle changes would ensure that the distributor would recognize we are not only there to help, but that we understand their business. This will help build confidence within the vendor ranks and increase and improve the usage of the Sourcewell finance program. We have a dedicated marketing department ready to assist any vendor/manufacture with these requests and designs.

We work with a variety of vendor clients across the country. For those vendors who are not currently part of Sourcewell, we would encourage them to join. Because we communicate with distributors/vendors daily, we would use these opportunities to provide them with more information about Sourcewell. This would be accomplished through our website with featured location for Sourcewell logo and link, phone conversations and email correspondence, webinars, and in-person promotion of the program and signage at the various trade shows, conventions, and sales meetings.

We have provided hundreds of webinars for both end-users and vendors/manufactures and promote our participation in any on-boarding process for new member orientations, national or regional sales meetings, and educational seminars.

We also attend nearly 20 sales meetings, conventions, and open houses for our vendor/manufacture customers per year and will look to add additional trips to support the Sourcewell memberships exclusively.

With the combination of both our vendor and manufacturing contacts in the municipal space, we would have deep penetration into the market and be able to proactively promote this program at a high level.

Sourcewell End Users

For end-users, it will be important to communicate subjects related to the following topics:

- Benefits of the pre-bid Sourcewell contract.
- Maximizing limited budget funds through solutions-oriented financing.
- Education on how a financing plan can be used as part of their replacement strategy.
- Why CLP is the best direct lending partner to use for their project.

As for end users, marketing and educational materials would be tied to certain times of the year and be tailored to meet the specific needs of a particular end user group. For example, school districts will typically install new technology over the summer. They will also order school buses in February/March to be delivered in August (depending on order availability – this timeline may be earlier). Knowing this, we would send the member school districts a reminder of who we are, what we can finance, and how easy the finance process is before they make a final purchase decision.

For cities and districts, we may want to coordinate marketing materials to be sent during the planning stages of their next fiscal year, when they receive the bulk of their tax funds, or before any significant price increases are passed along at the beginning of each calendar year.

All materials would contain the Sourcewell logo and our approved contract number.

We would also have a direct link from our website to Sourcewell and envision the same

		<p>link from Sourcwell back to us. With a link in place, the customer would have access to all the applications, FAQ, and some of the support material needed for any upcoming discussions or meetings. If awarded the contract, we would include the Sourcwell logo with a direct link to their website on our main page. This would provide direct access to any updates, forms, or other relevant or critical information about the program.</p> <p>Our easy online payment estimator would provide them with ballpark payment estimates before receiving an official finance proposal using the Sourcwell established rate formulas. This is a smart website and automatically converts to a mobile version when accessed from any smart phone or tablet.</p> <p>For end users currently not members of Sourcwell, we would use some of our in-house customer lists to promote the fact that we are the contracting agency for Sourcwell and encourage them to join. The more we mention the program, the more likely we can get end-users to join.</p> <p>This will be of special interest to certain parts of the country where end-users bid all aspects of a purchase, including lease purchase. In these areas, we will leverage our end-user contacts and/or attorneys and educate them on the award so that they can then choose to bypass the bidding process altogether.</p> <p>In summary, we would approach the promotion of the Sourcwell Lease Purchase Program similarly to how we promote our current business – through constant communication, customized literature, educational webinars, timely executed marketing campaigns, in-person visits at trade shows and conventions (more than 20 per year), dedication to customer service, thoroughly understanding our customers' needs, and treating every customer like we want to be treated.</p> <p>Following the award of the contract, we would work jointly with Sourcwell to establish a marketing campaign for the initial splash and have plans for years 2-4 (and beyond).</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Because we regularly finance projects nationwide, we must embrace technology as part of our overall communication and marketing plan. Our customers can communicate with us through phone, email, website submission - via standard computer or smartphone - text, Linked In, fax, mobile or our toll-free number. We also utilize email marketing software to promote important concepts and helpful hints, something we believe the customer can truly use, not just email marketing that gets deleted every week or every month.</p> <p>Our website switches to our mobile version upon opening and will provide instructions how an end-user can add a short cut to our website directly to their phone so that it looks and functions just like an app. Customers can also estimate payments from any smart device, tablet, or PC by simply accessing our website and entering some figures. We also provide email blasts (Constant Contact) for certain customers with specific messages to increase our effectiveness.</p> <p>We have also been a part of 300-plus presentations about financing, both in-person and via webinars; therefore, we are able to reach unlimited members from around the country at one time and are able to communicate a consistent and timely message.</p> <p>As part of our overall current strategy and because we work with many manufacturers and distributors alike (many of which are direct competitors with each other), we have made a conscious effort to be careful about the promotion and updates of our travels to sales meetings, conferences, or open houses via social media channels simply because it may impact our relationship with other similar manufacturers/distributors within the same industry space. We strongly believe in treating all our partners equally and strive to provide the utmost discretion when invited to a meeting or conference; therefore, we have opted for professional courtesy over self-promotion.</p> <p>In summary, we have gone to great lengths to be a strong supporter of our manufacturers/distributors and want them all to continue to work with us based on our combination of low rates, reputation, and dedication to customer service.</p> <p>We will plan to use similar strategies in promoting the Sourcwell contract and are open to establishing a specific social media program for Sourcwell.</p>



39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell's role would be to communicate to all its members the announcement of any new contract and provide highlights about some of its new contract holders. Sharing information about all their contracts at open houses, conferences, and sales meetings as well, including their social media accounts, would be a great way to promote this contract.</p> <p>As an overall support role, we would appreciate easy accessibility to any contract information on the Sourcewell website, the ability to go directly to Sourcewell staff to answer questions about the membership of this RFP and provide support to us as a contract holder with the necessary guidance and/or training on the inner workings of this contract. As we have done with other cooperative contracts, we would incorporate the Sourcewell contract logo, link, and information on our website; create specific handouts (digital and hard copy formats) for both vendor/manufacturer and end-users alike; display any promotional materials available from Sourcewell at a number of sales meetings and conferences we attend throughout the year; and of course, be sure to communicate the contract and ease of use with all written and verbal communications we have on a daily basis.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Because we are a service organization without any type of actual physical product, there is no e-procurement process. Sourcewell members, however, do have access to our web-based finance request forms where they can easily submit a quote request. All members or perspective members can access this page without a username or password as we like to provide easy access to all our tools. Applications (PDF fillable) and other useful forms are also available for download on our website to simplify the end-user experience. Once information is received, a response will be sent by a member of the CLP team the same day it is received with the appropriate feedback.</p> <p>In all electronic or web-based submissions of any type, there will always still be a human element involved from CLP to best ascertain the needs and goals of the customer to ensure what we are preparing best matches what they are requesting. In addition, by speaking with them directly and as experts in the industry, we may be able to educate them on what is possible and may be able to find a better solution to meet their goals by using our solutions-oriented approach.</p>

**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As banking experts that provide this service daily, we recognize that our end-user customers or vendor/manufacturer partners may not do this every day, so it is our job to provide the assistance needed to allow all our partners to be successful. As mentioned in the marketing segment, training will be available to all members and is recommended to occur on a regular basis to provide ample training opportunities for the membership and any new members that may join. However, in some cases end-users and vendor partners may just need figures to aid in their discussions to talk through some options and may not require a full training webinar. In summary, we are adaptable to whatever the end-user or vendor/manufacturer partner may need, and we are happy to support them in any way we can.</p> <p>Providing figures, educational materials, webinars, or simply acting as a sounding board for an upcoming purchase would all be completed by our sales or operations management members.</p> <p>Because this is a service provided to all our members, there will be no training required to retain our services as we would be working with the end-user to walk them through the financing process from start to finish. Overall, our communications with the Sourcewell member would be related to finding creative solutions to their unique purchasing request and finding the best possible structure needed to not only plan for the immediate purchase but also to consider their future needs as well. There are no additional costs, closing costs, or fees related to working with us.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>We have had fantastic response to our industry-leading, online payment estimator and the ease with which our vendor/manufacturer partners can add our payment estimator to their smartphones and tablets. This allows our customers to quickly estimate payments in a matter of seconds so that they may continue to make decisions regarding their purchase.</p> <p>As a bank and escrow agent for Sourcewell membership, we will be able to provide direct responses to any inquiries regarding balances, payoff amounts, payments received, and wire confirmation for vendor payments. This may seem straightforward, but, unless you are the bank providing these services, you are having to rely on a third-party to provide such feedback and have no direct access to the information needed by the end-user or vendor/manufacturer partners. This allows more rapid and accurate responses for any participant in the program.</p>

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>As a bank that provides financing options for political subdivisions across the country, we utilize technology as much as possible to save time, money, trees, and overall fossil fuel usage. We can provide almost all our communications via phone, email, text, or website so that we can save time, minimize consumer waste, and digitize as many items as possible to reduce the need for paper. These are not certified steps/procedures but just practical business practices.</p> <p>CLP supports Sourcewell members in their own green initiatives by providing innovative funding solutions for these projects (energy management, HVAC upgrades, solar, LED lighting retrofits, etc.).</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>As a nationally chartered bank, providing financial services and municipal financing solutions for 1000s of entities nationwide, no such certifications are required.</p>	*
45	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>CLP is certainly unique across several categories in that we can offer Sourcewell participating entities the following:</p> <p><b>Bank Direct Funding:</b> Unlike many other companies, we truly are a bank, and with that, can offer rapid responses to inquiries, questions, or requests for quotations. Why? Because we are making the decisions in house, and not having to check with a third party as it relates to feedback. This equates to the best combination of rates, service &amp; expertise available in the market today.</p> <p><b>Proven leader:</b> As a long-standing member of the national AGL&amp;F (Association of Government Leasing &amp; Finance), CLP has been recognized as a leader amongst many, so much so that CLP leadership was asked to co-chair their annual national conference, was elected to the Board of Directors by its peers and recently was asked to join the Executive Board.</p> <p><b>Service:</b> As a bank, we will either hold the lease in-house or if working with one of our many bank funding partners, retain servicing for 99% of our agreements. This means the Sourcewell member always has direct access to the same team that helped them set up the financing from beginning to end. Broker companies cannot offer this service.</p> <p><b>Expertise:</b> Our core group of team members has a combined 100-plus years in working with 1000s of municipal entities of all shapes and sizes, financed more than \$2 Billion worth of equipment, have worked through several challenges associated with an end-user's purchase, and found the solution needed to make it a win-win for all parties involved.</p> <p><b>We Listen:</b> This seems like a simple attribute, but we have found that by listening to our customers, we can better assess what we should do to accomplish their goals.</p> <p><b>Low Rates:</b> Because we are a direct lending source, you can remove the middle person (broker) from the equation and provide Sourcewell membership with the best possible rate available in the market today.</p> <p><b>Solutions orientation:</b> No matter what the project, no matter what the challenge, CLP approaches each project uniquely to find a collaborative solution to an end-user's goal. Whether it is a creative financing structure, challenging attorney negotiations, limited or lack of financial information available from the end-user – we have seen it all and have worked through these challenges to find solutions.</p> <p><b>Proven and Dedicated Customer Service:</b> Members will always talk with a live person, and we pride ourselves in providing quick responses to quote requests or inquiries related to the financing project.</p> <p><b>No Documentation or Closing Fees!</b></p> <p><b>Vendor Training:</b> We can offer vendors educational training on the benefits of financing overall and with the Sourcewell contract, in addition to how it can best be presented to members to properly educate and move the project forward.</p> <p><b>Educational Handouts:</b> Because of our 100-plus years of combined experience and listening to our customers, we have developed and maintained several educational handouts for end-users to allow them to properly communicate the benefits of financing, even compared to other lending alternatives and options. Every customer has varied goals, methods, and processes, so our handouts provide an outline and support for a particular presentation.</p> <p><b>Financing as Low as \$10,000:</b> Some qualified political subdivisions may need financing below \$50,000 and we can assist them. As with our standard leases, any equipment that is</p>	*

essential to the function of the political subdivision would qualify.

Financing for New or Used Vehicles and Equipment: Sometimes an end-user can only afford or only needs a used apparatus.

Online Payment Estimates from Any Smartphone, Tablet, or PC: Our easy-to-use online payment estimator can provide customers with instant payment estimates 24/7.

Contracts valid in all 50 states: Most lenders don't understand the complexities of each state's requirements or even the nuances within each state. With our long-term history, we have a full library of documents which can be used and are flexible with changes requested by a member's attorney.

Escrow or Draw Type Accounts are Available: For multiple unit deliveries or for construction accounts, this structure allows us to pay for products as they are delivered or completed in lieu of waiting until full completion or final delivery of the project or equipment before the vendor/distributor is paid.

Real Property Financing Available for Qualified Participants: We finance fire station construction, remodels, or additions, or we can finance other building projects for counties, school districts, cities, or authorities.

Balloon or Step-Up Payment Options: When a customer needs a creative and flexible answer to a funding problem, we can provide the solution. We can offer balloon payments, skip payments, or step-up payment structures to accommodate the customer's specific needs.

Bridge Leases/Loans available: Sometimes a member needs a short-term funding solution (lease terms of 1 year or less) until their next budget year or to satisfy a grant requirement. As a bank, we can offer this service to Sourcewell members.

Financing with Little or \$0 Down for up to 24 months (with approved credit)!

Automatic Payment Drafts: Are optional with every contract.

Flexible Credit Process: We understand that not all customers are created equal and that some Sourcewell members have access to standardized credit information, while others may rely on more simple accounting methods – all are okay in our eyes. We are used to working with a wide variety of entities and work tirelessly to get a project approved.

24 Hour Credit Review Process: Upon receipt of appropriate credit materials, a credit decision can typically be reached within 24 hours on standard transactions.

Quick Turnaround on Contract Issuance: Once credit approval is obtained, we can expedite the contract and send it to the end-user via email.

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	As a nationally chartered bank, we do not currently hold any of these designations.

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *

55	Describe your payment terms and accepted payment methods.	<p>Every financing agreement we complete is customized and structured to best fit the customer's needs. We take great care in structuring a lease plan to not only meet the current funding needs but also one that matches the goals for the duration of the lease agreement.</p> <p>Financing can be structured with annual, semi-annual, quarterly, or monthly payments with payments beginning at a mutually agreed upon start date – up to 2 years deferred in some cases.</p> <p>Invoices are mailed eight weeks in advance of the due date to allow plenty of time for an end-user's payment to be made. Payments are due on the due date (to match the signed contract document) and will accrue late charges after 15 days. If a customer misses their payment due date, a second invoice will immediately be sent, and a call will be made to check the status of the payment. We do this because we either hold or service 99% of the leases we fund. A third invoice is sent after 15 days, which will include late charges. All late charges are subject to removal by the bank officer, depending on the circumstances related to late payment.</p> <p>Acceptable payment methods are check, wire, or ACH payment. ACH payments will be required on monthly payments and requested for quarterly payments.</p> <p>We should also note that prior to issuing the contract, the payment terms, amounts, and dates are all personally reviewed with the customer with the proper contact person for invoicing and proper invoice address confirmed via the contract document. This ensures that the invoice is being sent to the proper person for processing.</p>	
56	<p>Provide one (1) general sample tax-exempt municipal lease document and explain what terms are negotiable.</p> <p>Describe any other standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to participating entities.</p>	<p>We provide the appropriate legal document with each transaction (which can vary by state and entity type). This document has been vetted and approved by some of the largest bond/legal firms in the country; however, we recognize that some end-user attorneys may like to reword parts of a section or include some additional clarification language to best fit their needs, and we respect these requests. In many cases, it takes a phone call to discuss the requested changes and explain the rationale behind the language included or the language being requested to gain a proper understanding of the item being discussed.</p> <p>The terms which are occasionally requested to be altered vary by the entity type, by state, and by reason, so there are no standard terms which are negotiable within a municipal lease purchase contract, but we are open to any discussion with the end-user and their representative legal counsel.</p> <p>The changes that are typically requested are generally stylistic in nature or simply require a more detailed explanation as to the substance and rationale behind a particular section.</p>	
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Currently, CLP does not accept P-card procurement payments but can accept checks, wires, or ACH payments.	
58	<p>Describe your pricing model (e.g., index(es) used, line-item discounts or product-category discounts) and why you chose that model (e.g., index). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p> <p><b>**NOTE - for this solicitation, Percentage Discount from Catalog or Category is construed to include a proposal for pricing on a percentage below/above an index. If using index(es), indicate which one(s) that will be used for tax-exempt municipal leasing and why you chose the index(es).</b></p> <p>Describe how Participating Entities will verify these rates. Provide a link to the index(es), if available.</p>	<p>The pricing model used for this proposal is similar to any index derived end rate, whereas, you use a base index and add basis points to the index to determine the final base rate, or to put it another way, a cost-plus method. The "cost" being the SOFR Swap Rate, the most current and most widely used index by many national lenders. The SOFR Swap Rate will vary by term or length of the financing agreement and adjust daily per the market.</p> <p>Community Leasing Partners (CLP) will provide Sourcwell members with an overall progressive, customizable, and aggressive pricing model based off the attached pricing matrix. CLP will use SOFR Swaps as the market index rate. These SOFR Swap Rates are available daily via <a href="https://www.chathamfinancial.com/technology/us-market-rates">https://www.chathamfinancial.com/technology/us-market-rates</a> or <a href="https://financelobby.com/interest-rate-swaps/">https://financelobby.com/interest-rate-swaps/</a></p> <p>This model was selected as the entire municipal financing industry transitioned from a past interest-rate-swap model (LIBOR) to this updated index, which was recommended by the American Bankers Association, the Board of Governors of the Federal Reserve system, and the Federal Reserve Bank of New York as the new, preferred index.</p> <p>The pricing model shows CLP's cost basis (SOFR Swap Rates) and</p>	

CLP's mark-up over the cost which includes the administrative fee paid to Sourcewell, resulting in the final end-user interest rate. Please note that the customer has the option to choose annual, semi-annual, quarterly, or monthly payment options. Regardless of the payment frequency chosen, the same resulting rate derived from the formula will be used for all payment modes. Please see Table 7 for a specific pricing example.

Please note that the cost basis will depend on the variables as shown on the uploaded pricing matrix. These include transaction size and lease term selected. As stated on the pricing matrix, CLP will reserve the right to provide an end-user with an enhanced (lower) cost basis if they retain a strong rating from an independent rating entity, such as Moody's, S&P, or Fitch. These rating entities provide an independent, third-party in-depth review of an entity's financial strength; therefore, it allows lenders to place strong confidence in their ability to satisfy the terms of the financing agreement, leading to an improved cost basis.

THIS IS VERY IMPORTANT, AS THE RATES PROVIDED FOR A \$50K PURCHASE SHOULD NOT BE THE SAME RATES AS A \$500K OR \$1M PURCHASE, WHICH IS WHY A DIFFERENTIAL IS SHOWN. THIS IS THE RESULT OF ECONOMIES OF SCALE (THE LARGER THE DEAL, THE BETTER THE RATE). IT IS IN THE BEST INTEREST OF SOURCEWELL MEMBERSHIP TO HAVE A SCALED PRICING PLAN TO ENSURE THEY ARE RECEIVING A MARKET COMPETITIVE RATE ON ALL PURCHASES.

For a Sourcewell member to generate the final interest rate, they would need to complete the following steps:

1. Identify the dollar amount of the project being financed and preferred finance term (e.g. 5 or 7 years).
2. Confirm if you are using a municipal tax-exempt or non-tax-exempt rate. If a customer needs assistance to determine this classification, CLP would be happy to assist.
3. Locate the appropriate dollar amount and finance term provided on the pricing matrix.
4. Collect the basis points listed on the matrix for the appropriate terms being used.
5. Source the SOFR Swap rate from one of the following websites, being sure to select a corresponding term. For example, if you are using a 5-year term, please use the 5-year SOFR Swap Rate. If you are selecting a term that is not represented by a like-term SOFR Swap, please take the average of the SOFR rates between the terms provided. For example, for a 6- year term, use the SOFR Swap rates for the 5- and 7-year terms, and divide by two.
  - a. <https://www.chathamfinancial.com/technology/us-market-rates>
  - b. <https://financelobby.com/interest-rate-swaps/>
6. To determine the final rate, take the collected basis points from the pricing matrix and add the like-term SOFR Swap rate from one of the websites above (see example below).
  - a. Example: \$600,000, purchase for a 7-year term for a municipal tax-exempt lease
    - i. Basis points from pricing matrix = 2.55
    - ii. Corresponding 5-year SOFR Swap Rate = 3.21% (rounded up from 3.208%)
    - iii. Final interest rate:  $2.55 + 3.21 = 5.76\%$

The rates generated by the attached pricing matrix are generally 25% discounted when compared to our standard yields used in the balance of our bank retail portfolio.

There are two general pricing models included in the document upload section of the response – Tax Exempt Municipal Rates and Non-Tax-Exempt Rates for qualified non-profit entities. The Tax-Exempt Municipal Rates are discounted to reflect the savings associated with no Federal income tax having to be paid on the qualified municipal lease transactions, which equates to a discount of approximately 20% compared to non-tax-exempt rates.

Sourcewell members that qualify for tax-exempt municipal lease rates must be a qualified political subdivision retaining one of the three sovereign powers: power to tax, police power, or power of eminent domain. They must also be a state or possession of the US. Political subdivisions vary by state and entity type and do include, but are not limited to, states, counties, school districts, authorities

		<p>(water, sewer, fire), special purpose districts (water, sewer, fire, parks), universities, hospitals, and potentially qualified conduit issuers (sponsored by a qualified political subdivision).</p> <p>There are some non-profits that do qualify for tax-exempt rates if certain conditions are met. For those not able to meet such conditions, they would qualify for the non-tax-exempt rates provided.</p>	
59	<p>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, list price, or a percentage below/above an index, state the percentage or percentage range.</p>	<p>Because CLP does not have a product catalog or MSRP related to products, this reference is not applicable.</p> <p>In consideration of the standard rates offered by our bank, the rates generated by the attached pricing matrix are generally 25% discounted when compared to our standard yields used in the balance of our direct retail portfolio.</p>	*
60	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>The progressive pricing matrix provided shows volume discounts as a function of overall transaction size (four tiers), each with increasingly larger discounts. The larger the overall purchase amount, the lower the rate. In addition, based on the overall dollar amount financed by the same end-user in a calendar year, a reduced rate will also be utilized for repeat customers.</p> <p>With the extensive experience of CLP, we felt it was important to provide these four tiers (three tiers for 12- and 15-year terms) and recognize the discounts associated with each tier. Why? Because this is how the municipal finance industry regularly prices lease transactions, CLP believes it is important to provide Sourcewell members with the best value by recognizing the same discounts as seen in the market. In our opinion, anything less than a four-tier pricing matrix would result in inflated rates with some purchases, thereby reducing the value and savings to Sourcewell members.</p> <p>Because the market is unpredictable and the formulas we use today may not be market appropriate in the future, we reserve the right to offer Sourcewell members better pricing than what is provided in our attached matrix throughout the contract term.</p> <p>Please note, and as stated on our pricing matrix, if an end user is "A" rated by either Moody's, S &amp; P, or Fitch, we may also be able to provide enhanced pricing (compared to our pricing formula) depending on the term, structure, and collateral being financed.</p>	*

61	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. 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.</p>	<p>At CLP we understand that sometimes you do have to be creative to find solutions for end-users that may fall into an “open market” category, as they do not directly align with the initial framework of this RFP. With all customers, we will diligently work with them to determine what structure and term may work the best for them, which may include both contracted and non-contracted options. Ultimately, it is always up to the Sourcewell member to select the best option for them, but we will certainly support them in either direction selected.</p> <p>We recently completed one of these transactions with the City of Cohoes, NY, who needed a creative structure to acquire their new fire apparatus. They needed to match a certain payment threshold but still wanted to replace their apparatus in 10 years. With the rising costs of all products, their original approved budget simply wouldn’t allow for a standard 10-year plan, which was the original approved payment amount from two years ago. We ended up creating a municipal lease purchase agreement for the City for a 10-year term with a balloon payment and completed it at a municipal tax-exempt rate.</p> <p>For some real property, emergency management, or apparatus purchases, terms longer than 15 years may be available, depending on a variety of variables including, but not limited to, dollar amount of purchase, state law options, financial strength of end-user, and overall structure. Although these may initially fall outside of the original scope of the RFP, we will work with the end-user to find a solution to meet their needs and/or strategy under the Sourcewell contract.</p> <p>Because the circumstances surrounding any open market or non-contracted item request will vary widely and be dependent on the specific variables associated with a particular project and subsequent selection of the best path to best proceed, I would offer up that we would provide a quote for these end-user members and do our best to mirror the terms and rates on the provided matrix in order to allow the end-user to still access this contract.</p> <p>CLP continually works for a customer to find a solution, with this process sometimes taking a considerable amount of time as the end user works through their budgetary and approval process, from months into years, until we can help them accomplish their goals.</p>	
62	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like predelivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>There are no additional closing costs or origination fees associated with the financing proposed by CLP.</p>	*
63	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>As a bank and service provider, there are no additional costs associated with our program. If such costs are included as part of the overall purchase (shipping, installation, and delivery of the final product), CLP will allow them to be included in the overall financed amount.</p>	*
64	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>As a bank and service provider, there are no additional costs associated with our program. If such costs are included as part of the overall purchase (shipping, installation, and delivery of the final product), CLP will allow them to be included in the overall financed amount.</p>	*
65	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>This question does not appear to apply to this RFP; therefore, no response is provided.</p>	*



66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>First and foremost, Community Leasing Partners will provide training for all of our employees associated with sales and service to ensure they are aware of the program parameters and requirements. We will also establish an un-editable version of the pricing matrix, created by management, to ensure the integrity of the approved formulas while being used by multiple members of our team.</p> <p>Next, Community Leasing Partners will implement a multi-level review with checks and balances for each transaction at each stage of our financing process to include:</p> <ul style="list-style-type: none"> <li>• Bid proposal – to ensure we are using the correct category as supplied on the pricing matrix. The bid will also be marked as a Sourcwell proposal. <ul style="list-style-type: none"> <li>o This will in turn lead to our proposal being immediately classified as a Sourcwell bid and grouped accordingly within our database system. This categorization early in the process will follow the same record all the way through our system.</li> </ul> </li> <li>• Credit Application - Once an end-user chooses to move forward with the financing, an application will be provided. Upon receipt of the application and necessary support materials while providing the credit analysis, the figures and proper pricing will be re-confirmed.</li> <li>• Contract Issuance - Upon issuance of the contract, it will continue to be grouped and categorized as a Sourcwell contract and again verified for accuracy.</li> <li>• Funding - Lastly, upon funding, a final check and balance will be performed, and the proper administrative fees will be segregated into a separate account (at our bank) for Sourcwell and remitted with the accounting of the same fees with a report on the customer which used the program.</li> </ul>	*
67	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>We would expect some latency after getting the communications out regarding the availability of this contract to our network of contacts, and the same would go for the Sourcwell membership; however, we would look forward to some measurable results after a few months of promotion.</p> <p>Once we start getting some activity, we would track the following:</p> <ul style="list-style-type: none"> <li>Number of Sourcwell quotes provided. <ul style="list-style-type: none"> <li>o We would track via a separate category within our database so that we can track the number of quotes provided under this program. This same Sourcwell designation will follow the transaction from quote stage to funding.</li> </ul> </li> <li>Number of applications received under the Sourcwell program. <ul style="list-style-type: none"> <li>o Once one of these customers chooses to move forward with the financing, and we follow it all the way to funding, then we would begin to understand the overall effectiveness of the program compared to industry-wide results.</li> </ul> </li> <li>Total amount of leases and total amount of dollars funded. <ul style="list-style-type: none"> <li>o Each month and each quarter, this would be compared to the time and expense related to the promotion (i.e. marketing and pricing of the product) to properly assess whether the contract was a success.</li> </ul> </li> </ul>	*
68	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to participating entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	CLP proposes to use a quarter point (.25%) of the funded amount of the transactions funded under the Sourcwell Contract.	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
69	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The rates generated by the attached pricing matrix are generally 25% discounted when compared to our standard yields used in the balance of our bank retail portfolio.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
70	Provide a detailed description of all the Solutions offered, including used, in the proposal.	<p>Qualifications, Products, and Services</p> <p>Community Leasing Partners is a division of Community First National Bank in Manhattan, Kansas, specializing in tax-exempt, municipal lease purchase financing. We also offer non-tax-exempt financing options for qualified non-profits. Our company retains key personnel with more than 100 years of combined, industry-specific experience in addition to a full staff of 80-plus banking professionals. Our team has worked with 1000s of customers and financed more than \$2 billion dollars of equipment over the past 30 years. This expertise allows us to respond quickly to inquiries and offer innovative solutions for a wide range of leasing situations. CLP's focus is municipal finance, and throughout the years, we have evolved into what we are today – a leader in the municipal finance industry.</p> <p>As a specialized division of Community First National Bank we are in a unique position to provide financing to municipalities across the county, as we have financed projects in all 50 states and are very flexible, creative, and accommodating with our customers. This has allowed us to offer financing programs for as little as \$10,000 and for all types of essential equipment, and also finance projects into the tens of millions of dollars with terms as long as 20-25 years (building construction and/or remodel), up to 20 years on energy management related projects, and at least 15 years on fire apparatus projects, with other projects financed for terms which match their useful life; therefore, we can essentially finance the largest range of any municipal lease provider for new or used equipment.</p> <p>Community Leasing Partners develops all co-branded and CLP marketing materials and correspondence, prepares all finance proposals, prepares credit materials, drafts all contract documentation and prepares all necessary documentation for funding. Once the lease has funded, the operations department at Community First National Bank will continue to service the lease until its maturity (in most cases). The customer can call either Community Leasing Partners or Community First National Bank with any questions about their lease because we are one-in-the-same.</p> <p>With our experience financing a wide variety of product types and dollar ranges, we have developed a deep understanding and appreciation for the municipal finance market. We know, understand and appreciate what it takes to assist either a vendor or political subdivision with the financing process to make them feel comfortable and informed.</p> <p>With our reputation and experience, we have had the opportunity to work on several fleet replacement projects around the country and to work in tandem with each municipality to establish a plan that will allow them to update their fleet, with a built-in mechanism and plan for future replacement cycles.</p> <p>We work with any type of qualified political subdivision, to include, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Cities, Counties, States</li> <li>• Townships</li> <li>• Independent, non-profit fire departments</li> <li>• School Districts</li> <li>• Special Purpose Districts (fire, parks, utility, water, etc.)</li> <li>• Authorities (water, sewer, fire, airport, etc.)</li> </ul> <p>We finance all essential-use equipment, apparatus, and buildings, to include, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Fire apparatus (new or used) and all related support vehicles and equipment, including SCBAs, turnout gear, rescue tools, and compressors</li> <li>• Ambulances and all associated equipment, including defibrillators and power lift systems</li> <li>• Public works vehicles (plow trucks, bucket trucks, dump trucks, tractors, loaders, graders)</li> <li>• Law Enforcement Vehicles and Equipment, including camera systems</li> <li>• Buses – all shapes, sizes, and types</li> <li>• Energy Management Projects</li> <li>• Computers and essential office equipment</li> <li>• Real property/building projects (new &amp; renovations) – all essential use building types</li> </ul> <p>The terms available are wide-ranging and would be in coordination with the useful life of the equipment, apparatus, or project being financed. For fire apparatus, terms available up to at least 15 years, for fire equipment up to 7 years, and for real property projects, up to 20 years (possibly longer). This is not an exhaustive list but</p>

a representation of what is available.

We have dedicated personnel that specialize in assisting customers with any question they may have, and the expertise to structure a lease to meet each customer's specific needs. We have specialized finance programs that have been developed through years of experience and by listening to our customers.

There are no documentation or closing costs of any kind, as our costs are included within the interest rates provided. Our contracts will also provide for an early payoff option, should the end-user choose to pay off the lease prior to scheduled maturity and save money on future interest costs.

In summary, with our unique structure as a division of a bank, wide-ranging abilities, experience, and proven record, we can work with the Sourcewell membership to accommodate virtually any type of financing structure to accomplish its overall goals.

#### Additional Benefits, Features, and Services

In addition to meeting the requirements set forth in the RFP for Leasing Services, Community Leasing Partners would also like to make the committee aware of additional services or options available:

**Bank Direct Funding:** Unlike many other companies, we truly are a bank and with that can offer rapid responses to inquiries, questions, or requests for quotations. Why? Because we are making the decisions in-house and not having to check with a third party as it relates to feedback. This equates to the best combination of rates, service, and expertise available in the market today.

**Proven leader:** As a long-standing member of the national AGL&F (Association of Government Leasing and Finance), CLP has been recognized as a leader amongst many, so much so, that CLP leadership was asked to co-chair their annual national conference, was elected to the Board of Directors by its peers, and recently was asked to join the Executive Board.

**Service:** As a bank, we will either hold the lease in-house or if working with one of our many bank funding partners, retain servicing for 99% of our agreements. This means the Sourcewell member always has direct access to the same team that helped them set up the financing from beginning to end. Broker companies cannot offer this service. \*

**Expertise:** Our core group of team members has a combined 100-plus years in working with 1000s of municipal entities of all shapes and sizes, financed more than \$2 Billion worth of equipment, have worked through several challenges associated with an end-user's purchase, and found the solution needed to make it a win-win for all parties involved.

**We Listen:** This seems like a simple attribute, but we have found that by listening to our customers, we can better assess what we should do to accomplish their goals.

**Low Rates:** Because we are a direct lending source, you can remove the middle person (broker) from the equation and provide Sourcewell membership with the best possible rate available in the market today.

**Solutions orientation:** No matter what the project, no matter what the challenge, CLP approaches each project uniquely to find a collaborative solution to an end-user's goals. Whether it is a creative financing structure, challenging attorney negotiations, limited or lack of financial information available from the end-user, we have seen it all and have worked through these challenges to find solutions.

**Proven and Dedicated Customer Service:** Members will always talk with a live person, and we pride ourselves in providing quick responses to quote requests or inquiries related to the financing project.

**No Documentation or Closing Fees!**

**Vendor Training:** We can offer vendors educational training on the benefits of financing overall and with the Sourcewell contract, in addition to how it can best be presented to members to properly educate and move the project forward.

**Educational Handouts:** Because of our 100-plus years of combined experience and listening to our customers, we have developed and maintained several educational handouts for end-users to allow them to properly communicate the benefits of financing, even compared to other lending alternatives and options. Every customer has varied goals, methods, and processes, so our handouts provide an outline and support for a particular presentation.

**Financing as Low as \$10,000:** Some qualified political subdivisions may need financing below \$50,000 and we can assist them. As with our standard leases, any

		<p>equipment that is essential to the function of the political subdivision would qualify.</p> <p>Financing for New or Used Vehicles and Equipment: Sometimes an end-user can only afford or only needs a used apparatus.</p> <p>Online Payment Estimates from Any Smartphone, Tablet, or PC: Our easy-to-use online payment estimator can provide customers with instant payment estimates 24/7.</p> <p>Contracts valid in all 50 states: Most lenders don't understand the complexities of each state's requirements or even the nuances within each state. With our long-term history, we have a full library of documents which can be used and are flexible with changes requested by a member's attorney.</p> <p>Escrow or Draw Type Accounts are Available: For multiple unit deliveries or for construction accounts, this structure allows us to pay for products as they are delivered or completed in lieu of waiting until full completion or final delivery of the project or equipment before the vendor/distributor is paid.</p> <p>Real Property Financing Available for Qualified Participants: We finance fire station construction, remodels, or additions, or we can finance other building projects for counties, school districts, cities, or authorities.</p> <p>Balloon or Step-Up Payment Options: When a customer needs a creative and flexible answer to a funding problem, we can provide the solution. We can offer balloon payments, skip payments, or step-up payment structures to accommodate the customer's specific needs.</p> <p>Bridge Leases/Loans available: Sometimes a member needs a short-term funding solution (lease terms of 1 year or less) until their next budget year, or to satisfy a grant requirement. As a bank, we can offer this service to Sourcewell members.</p> <p>Financing with Little or \$0 Down for up to 24 months (with approved credit)!</p> <p>Automatic Payment Drafts: Are optional with every contract.</p> <p>Flexible Credit Process: We understand that not all customers are created equal and that some Sourcewell members have access to standardized credit information, while others may rely on more simple accounting methods – all are okay in our eyes. We are used to working with a wide variety of entities and work tirelessly to get a project approved.</p> <p>Same day response on quote requests from Sourcewell members or vendor partners.</p> <p>24 Hour Credit Review Process: Upon receipt of appropriate credit materials, a credit decision can typically be reached within 24 hours on standard transactions.</p> <p>Quick Turnaround on Contract Issuance: Once credit approval is obtained, we can expedite the contract and send it to the end-user via email.</p> <p>In summary, virtually any type of equipment essential to the functionality of a political subdivision, whether it is new or used, can be financed through Community Leasing Partners.</p> <p>Because we are a division of Community First National Bank, any services typically available through a bank are also available through us. Some of the services which may be available are:</p> <ul style="list-style-type: none"> <li>• Checking and Saving accounts</li> <li>• Certificate of Deposits</li> <li>• Home Mortgages</li> </ul>
71	<p>Within this RFP category there may be subcategories of Solutions. List subcategory titles that best describe your products and services.</p>	<p>Municipal lease purchase financing                  Lease purchase financing                  Tax-Exempt financing                  Taxable lease purchase financing                  Municipal lease purchase using a dedicated revenue pledge (in some states)                  Real property financing utilizing a base lease agreement                  Real property financing using a firm term obligation                  \$1 buyout lease purchase</p>

72	Describe your strategy for collaborating with Sourcewell awarded vendors of relevant equipment, products, and services to facilitate member transactions (resources, tools, training, etc.).	<p>For us, it would be business as usual because we already work with several national vendor programs and are familiar with how to manage, promote, and grow these types of programs. Through the education of our vendor partners, we will be able to show them how we can increase the efficiency and effectiveness of their sales strategies by utilizing the Sourcewell program. With a congruent marketing strategy and partnership with a vendor/dealer, we can make the purchasing process much easier and enjoyable for the customer. Coordinating with the vendors, we will specify that this is a Sourcewell approved contract price so that it would match the vendor's communication and showcase the partnership and synergy between the organizations.</p> <p>We would promote the Sourcewell contract at various sales meetings and conferences, and provide training to the vendors regarding our contract, both in person via email and webinars, to ensure they all were aware of the contract award and to promote it to their customers.</p> <p>At CLP we pride ourselves and being solutions-oriented in all that we do, and this extends to our relationship and communication strategies with our vendor partners. With each vendor communication, we will be sure to establish an on-boarding process that best suits their needs as we recognize that not all vendors are the same, and, therefore, may need some adjustments to our core messaging to ensure that it translates to their personnel. These adjustments would resonate through all communications, including, but not limited to, educational webinars, trade show support, co-branded literature, and congruent end-user written and verbal communications.</p> <p>As our vendor partner progresses through the sales process, we will be there to provide guidance and/or direct communication with the end-user regarding the particulars of the financing process, providing input, financing proposals and educational handouts as needed or requested. We find that some vendor partners vary in the amount of involvement they prefer with their customers when it comes to a financing discussion, so we stand ready to adjust to their optics on the relationship and contribute wherever and whenever needed.</p> <p>Once an end-user chooses to move forward, we take over from that point and handle all things related to the underwriting/credit review process. We understand that the vendor partner has other customers to service and want them to focus on their next project, so CLP performs all the heavy lifting on the balance of the process, while continually keeping them in the loop of communication regarding the status of their project.</p> <p>Following a favorable review of the credit materials, we will provide communication to both the end-user and vendor partner regarding the approval, to ensure all parties are aware of the stage of the process. It is at this time that the vendor will place the order for the equipment with the end-user's approval.</p> <p>With the approval, we will turn over the customer to our contract department and assign a personal contact to assist and guide the end-user through the contract process. We recognize that we perform these steps every day and recognize that end-users may not, so we will be sure to adjust our level of communication and messaging to them to ensure that they have all their questions answered and feel comfortable with the contract items. As a bank, we will draft the documents in-house and continually follow up with the end-user regarding their process and timing, and at the same time coordinate with our vendor partners about items needed to assure quick funding at delivery. We constantly check in with the vendor partners to confirm delivery estimates, adjust our follow up activities to match delivery, and continually apprise them of the contract status.</p> <p>As part of the collaborative process and nearing delivery and a projected funding date, we will be in communication with the vendor partner about the final details to ensure a smooth completion of the project.</p> <p>We recognize that CLP is extension of the sales efforts made by our vendor partners; therefore, we strive to ensure that the customer has the best financing experience possible from start to finish, and in turn, have the vendor partner trust us and the process to represent them in the most favorable light.</p> <p>We have become so reliable and trustworthy with our large vendor partners, many simply send an email introduction to us and to their end-user directly, knowing how we will respond immediately and the professional messaging and communication which will follow thereafter. It makes them look good and allows them to move on to another project – true collaboration and trust in CLP.</p>
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73	Describe what services and support your company offers to participating entities to ensure the successful implementation and management of leasing agreements (e.g., lifecycle management, end of life disposal).	<p>As a bank and servicing agent for the leases we put together, we are there for the customers from inception until the lease is paid in full, which is something most other lenders cannot provide, as brokers cannot directly service a bank-assigned asset. This allows us to be readily accessible to the Sourcewell member for any questions they may have throughout the procurement and financing process.</p> <p>In addition, the processes involved and described in previous sections related to our communications and educational handouts, as well as the extensive communications involved with the credit review, contract/documentation and funding processes, and servicing and supporting the Sourcewell member, as a bank, there are other services we can offer to assist them while they are a client of CLP as well.</p> <p>As a bank and servicing agent to the financing contract, customers can contact us and request the following information:</p> <ul style="list-style-type: none"> <li>• Account balance information</li> <li>• Payoff information</li> <li>• Escrow balance information and history of payments</li> <li>• Wire confirmations (for proof of payments to vendor)</li> <li>• Copies of the signed documents today, or throughout the lease term             <ul style="list-style-type: none"> <li>o Because officers change throughout time, we recognize that a new officer may need a copy of the signed lease agreement for their files.</li> </ul> </li> <li>• Direct ACH or wire information</li> </ul> <p>And, as a bank, we can open a deposit, checking, money market, or CD account as well as part of our bank retail operation.</p> <p>Because a municipal lease purchase contract is structured as a finance/ownership lease, whereas, the member is the titleholder or owner of the equipment from the onset of the financing, and we as a lender will release our security interest in the equipment with the final payment, there are no steps to complete to dispose of any asset.</p> <p>If the Sourcewell member has any questions throughout the financing process, they only have to contact CLP for all their needs.</p>
74	For the past three (3) years, what percentage of your business was tax-exempt municipal leasing?	<p>Our specialty is municipal finance; therefore, 99% of our business is working with either political subdivisions which qualify for the tax-exempt rate, or governmental related entities which provide governmental duties which may qualify for either tax-exempt or taxable leases, depending on the equipment purchased and the legal requirements associated with each purchase. For example, volunteer fire departments can qualify for a tax-exempt rate on a fire truck but legally cannot qualify for the same rate on equipment purchases.</p> <p>With that in mind, our business would break down to approximately 95% of our total dollar business is related to tax-exempt leases, or if measured by the total number of transactions, about 85% is related to tax-exempt leasing with the balance of both being in the taxable category. The numbers are variant because we have a high number of smaller transactions for volunteer fire departments for equipment (which is a taxable lease), which increases the overall transaction count in this category. However, our clear focus is tax-exempt municipal financing/leasing on all fronts.</p>
75	Describe any assets for which your organization will not provide tax-exempt municipal leasing.	<p>We finance virtually all asset types, both real and personal property. As with any financing project, everything is subject to credit review and approval, with greater flexibility and accommodations provided to a rated entity or entities with a strong credit background.</p>

76	Describe your underwriting process along with the terms and conditions for tax-exempt municipal leasing.	<p>At CLP we attempt to make the underwriting process as simple and flexible as possible, as we understand that the end-users from all over the country have varying needs and come in different shapes, sizes, and education levels. The end goal is to help these customers attain their goal of purchasing much needed equipment and finding a way to get it accomplished.</p> <p>Once we are informed that a customer wants to move forward on a project, we will immediately perform online research to gather as much financial information on the customer as possible. Not only will we research the end-user's website for relevant information for our review process, but we also have bookmarked dozens of websites whereas we can locate much of the information we need for our underwriting process, which aids in the response time from the customer and of course provides for a stress-free application process. This is part of our initial communication with the end-user, which outlines what we already have located and what additional information may be needed (if any) so that they can focus on a return communication with the balance of what may be needed.</p> <p>With all customers we will begin with a one-page application/informational form which is PDF fillable to aid in the return of the completed form, including the aforementioned communication outlining what we need to complete our files. A sample of this form is provided in our document upload section. Generally speaking, for most customers we will request three years of financial information to establish proper cashflows and ascertain the revenues vs. expenditures for any submission. For some larger dollar projects, one additional year of information will be requested.</p> <p>As a bank, which has underwritten thousands of customers, we are accustomed to working with a wide range of financial record keeping from any end-user. For large entities such as states, cities, counties, and most districts, an audited financial statement would be regularly available. However, for smaller communities and entities, they may only have internal spreadsheets, Quicken, Quick Books, or some other type of proprietary accounting software program. With our experience, we can work with any type of provided accounting information which provides fundamental financial data we can properly assess. This is unique to CLP as most lenders have baseline standards as to what can be used during the underwriting process, which would not include internal spreadsheets or non-standard financial reporting.</p> <p>During our review process, we rely on our extensive experience to identify the trends presented in the cashflows to then formulate follow-up questions to confirm what we have identified with the end-user. Some initial questions require additional research or feedback from the end-user, as we jointly work to get them approved. As we work tirelessly with our end-users during the process, the result is what is impressive, as our approval rating with all of our leases is 99.9%.</p> <p>Following formal approval, we will communicate the update to both the end-user and vendor partner to ensure that all parties are on the same page and all working in the same direction.</p> <p>Sourcewell members that qualify for tax-exempt municipal lease rates must be a qualified political subdivision retaining one of the three sovereign powers: power to tax, police power, or power of eminent domain. They must also be a state or possession of the US. Political subdivisions vary by state and entity type and do include, but are not limited to, states, counties, school districts, authorities (water, sewer, fire), special purpose districts (water, sewer, fire, parks), universities, hospitals, and potentially qualified conduit issuers (sponsored by a qualified political subdivision).</p> <p>There are some non-profits that do qualify for tax-exempt rates if certain conditions are met. For those not able to meet such conditions, they would qualify for the non-tax-exempt rates provided.</p>
77	Describe any minimum or maximum transaction sizes, for each asset type or for the entire portfolio, that you offer for tax-exempt municipal leasing, excluding those already specified in Table 8B.	<p>The minimum transaction size for any category will be \$10,000. There are no maximum transaction size limitations. Every transaction is subject to underwriting and will be evaluated for the proper term based on the specific nature of each transaction.</p>

<p>78</p>	<p>Provide an example of an innovative Solution or approach your firm implemented in a tax-exempt municipal leasing project that resulted in significant benefits for the client.</p>	<p>CLP takes great pride in finding unique solutions for many of our customers, as many are working through budgetary and delivery issues or have other projects that are yet to pay off, and we need to be creative with how we back-load or front-load payments, or adjusting the payments to coincide with tax revenues or a maturing CD, or a planned grant receipt that won't be received for six months but needing monies now; therefore, we can put together a bridge loan so that they can purchase their much needed equipment today (which no other lender can offer), or they wreck a vehicle and need to purchase a replacement outside of the approved capital purchase budget, and we structure the financing to accommodate for payments to match their unique budgetary constraints.</p> <p>All things considered, a project that recently stands out, with a combination of accommodations, creative problem solving, and unique project attributes culminated in one project, was a financing agreement we were able to complete for a regular customer in Telluride Fire Protection District, CO.</p> <p>Because we had worked with Telluride FPD on several other projects, District Chief John Bennett reached out to discuss his dilemma. As a fire district, they have certain coverage areas they protect, and even for the workforce that is not currently on duty, their policy dictates that they must be within a two-hour response area in the event an emergency is called, and they must respond accordingly. The challenge was that with the popularity of this ski town, the property values in the surrounding area had almost doubled in the past couple of years, making it unaffordable for the fire staff to reside in this area, thereby, putting the response time at risk as they searched for more economical housing alternatives.</p> <p>To combat this and ensure that the district and its constituents had proper response times in the event of an emergency, the district had to be creative and met with developers in surrounding communities to identify townhomes that the district could purchase to serve as essentially a bunk house for their off-duty fire staff. The continuing challenge was that the staff still couldn't afford to live in these townhomes, so the district was going to have to subsidize the cost associated with these living quarters. This created another legal hurdle related to providing benefits to the staff members, possibly seen as a taxable benefit, and having to navigate the particulars to ensure that this was done correctly so as not trigger any type of federal tax code violation, yet still satisfy the needs of the district.</p> <p>Fortunately, with our experience and extensive network of contacts in the industry, along with our long-term membership with Association of Government Leasing and Finance (AGL&amp;F), and with our CLP leadership being on the board of directors of the AGL&amp;F, we knew exactly what to do and who we would call to seek our legal guidance to ensure the district acted properly. We reached out to a nationally recognized firm, speaking with a person which is known personally to CLP, and he was able to research the issue and provide guidance and a framework by which we could structure the financing, and the lease contracts to be signed by the fire staff members, in a way that would not trigger any type of employee benefit or tax code violation for the district or its employees. We communicated the same to the Chief and the district's legal counsel so that all parties were aware of the specific contract adjustments needed to make this happen. In this instance, we did all this legal legwork at no additional cost to the district.</p> <p>To further complicate matters, we needed to move quickly due to the developer's schedule and popularity of the units being built, and because this was a townhome with joint walls and common areas and with the restrictive TABOR laws in the state of Colorado, we as the lender couldn't just file a mortgage interest on the property, as that would indicate debt and violate the state laws.</p> <p>To work around these complications and still accomplish this project, we in-turn opted to use substitute collateral in place of the townhomes and opted to use fire trucks and ambulances as collateral for the project. This too had to be vetted by outside legal counsel to ensure it was done properly. By using substitute collateral, it allowed us to use our municipal lease purchase contract, which contains an annual appropriation clause, making it a non-debt type of financing instrument, thereby, satisfying the state laws.</p> <p>At the conclusion of the project, we were able to accomplish the district's goals, while ensuring it was done legally, simply, efficiently, and at lower costs than any other method they may have undertaken. They were extremely happy with CLP and all the work and creativity that went into making this dream become a reality, and now Telluride is safer because of it. The district's counsel was so impressed with CLP we have now worked with them on other projects.</p>
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**Table 8B: Depth and Breadth of Offered Solutions - Leasing Asset Type or Application**

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

Line Item	Tax-Exempt Municipal Leasing Asset Type or Application	Leasing Offered *	Percentage of Overall Tax-Exempt Municipal Leasing Business *	Number of Closed Transactions for the Past Three (3) Years *	Smallest Closed Transaction Size for the Past Three (3) Years *	Largest Closed Transaction Size for the Past Three (3) Years *
79	Office Furniture	<input checked="" type="radio"/> Yes <input type="radio"/> No	0%	0	0	been included in some of our facility build or improvement projects
80	Office Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	0%	0	0	been included in some of our facility build or improvement projects
81	Technology Software and Licenses	<input checked="" type="radio"/> Yes <input type="radio"/> No	.01%	3	\$150,000	\$998,954 - included hardware
82	Technology Hardware	<input checked="" type="radio"/> Yes <input type="radio"/> No	0%	1	\$86,000	been included in some of our equipment financed & building projects
83	Fleet Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	80%	720	\$8,000	\$4,800,000
84	Fleet Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	15%	135	\$6,000	\$1,200,000
85	Facility Systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	.5%	15	included in real property projects	included in real property projects
86	Facility Improvements	<input checked="" type="radio"/> Yes <input type="radio"/> No	4.50%	15	\$300,000	\$10,000,000

**Table 8C: Depth and Breadth of Offered Solutions - Transactions and Volume by State**

Indicate below the total number of closed transactions and their volume from the past three (3) years. Provide additional comments in the text box provided, as necessary.

Line Item	State	Number of Closed Transactions for the Past Three (3) Years *	Closed Transaction Volume for the Past Three (3) Years *
87	Alabama	18	\$5,100,000
88	Alaska	6	\$1,985,000
89	Arizona	5	\$1,100,000
90	Arkansas	5	\$1,960,000
91	California	43	\$30,000,000
92	Colorado	22	\$10,600,000
93	Connecticut	9	\$2,736,000
94	Delaware	3	\$1,900,000
95	District of Columbia (DC)	0	0
96	Florida	2	\$411,000
97	Georgia	6	\$4,250,000
98	Hawaii	0	0
99	Idaho	3	\$630,000
100	Illinois	6	\$1,485,000
101	Indiana	13	\$3,900,000
102	Iowa	3	\$380,000
103	Kansas	13	\$2,515,000
104	Kentucky	16	\$4,100,000
105	Louisiana	4	\$2,350,000
106	Maine	1	\$17,253
107	Maryland	14	\$9,900,000

108	Massachusetts	16	\$6,500,000	*
109	Michigan	29	\$11,700,000	*
110	Minnesota	7	\$1,680,000	*
111	Mississippi	1	\$1,800,000	*
112	Missouri	22	\$15,150,000	*
113	Montana	1	\$30,000	*
114	Nebraska	7	\$1,030,000	*
115	Nevada	3	\$2,200,000	*
116	New Hampshire	3	\$425,000	*
117	New Jersey	21	\$12,200,000	*
118	New Mexico	0	0	*
119	New York	79	\$29,500,000	*
120	North Carolina	37	\$12,900,000	*
121	North Dakota	0	0	*
122	Ohio	46	\$26,100,000	*
123	Oklahoma	11	\$2,900,000	*
124	Oregon	8	\$2,600,000	*
125	Pennsylvania	164	\$34,100,000	*
126	Rhode Island	4	\$1,350,000	*
127	South Carolina	32	\$16,615,000	*
128	South Dakota	4	\$295,000	*
129	Tennessee	14	\$2,350,000	*
130	Texas	52	\$51,700,000	*
131	Utah	0	0	*
132	Vermont	2	\$102,000	*
133	Virginia	32	\$9,850,000	*
134	Washington	10	\$4,650,000	*
135	West Virginia	58	\$18,200,000	*
136	Wisconsin	4	\$2,450,000	*
137	Wyoming	4	\$895,000	*
138	Canada	0	0	*

**Table 9: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 139. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Sourcwell and will not automatically be included in the Master Agreement.

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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Table 6 Line Item 56\_58.zip - Tuesday September 24, 2024 09:06:26
- [Financial Strength and Stability](#) - Table 2A Line Items 11\_13\_17\_20.zip - Monday September 23, 2024 21:38:50
- [Marketing Plan/Samples](#) - Table 4 Line Item 37 Table 5A Line Item 42\_Marketing Samples.zip - Monday September 23, 2024 21:47:29
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Table 8A Line Item 76 SAMPLE Application.pdf - Sunday September 22, 2024 20:41:27
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Table 3 Line Item 27.zip - Monday September 23, 2024 21:48:24

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, 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. - Blake Kaus, Vice President & Director of Leasing, Community First National Bank

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 obligations contemplated in the solicitation proposal.

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_1_Tax-Exempt_Municipal_Leasing_RFP092424 Wed August 14 2024 02:39 PM	<input checked="" type="checkbox"/>	1