



**Solicitation Number: RFP#110719**

**CONTRACT**

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the



remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Vendor 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). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

Vendor 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 Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

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

Sourcewell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 1/2/2020 | 11:37 AM CST

CNH Industrial America LLC

DocuSigned by:  
By: Clinton Jenkins  
06E1B885F5184A3...  
Clinton Jenkins

Title: Strategic Accounts Manager, North America

Date: 1/2/2020 | 9:55 AM CST

Approved:

DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette

Title: Executive Director/CEO

Date: 1/2/2020 | 11:51 AM CST



# RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

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## Vendor Details

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

## Submission Details

Created On: Monday September 23, 2019 09:05:28  
Submitted On: Thursday November 07, 2019 14:34:33  
Submitted By: Clint Jenkins  
Email: Clinton.jenkins@caseih.com  
Transaction #: 4b43493d-f19b-4219-bf25-a2aa1b7baa73  
Submitter's IP Address: 159.61.192.15

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	CNH Industrial America LLC
2	Proposer Address:	700 State Street Racine, WI 53404
3	Proposer website address:	www.cnhi.com www.caseih.com www.newholland.com
4	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):	Clinton Jenkins Strategic Accounts Manager. North America Clinton.jenkins@caseih.com 2610 Harmony Court Winona Lake, IN 46590 937-218-1701
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Clinton Jenkins Strategic Accounts Manager North America Clinton.jenkins@caseih.com 2610 Harmony Court Winona Lake, IN 46590 937-218-1701
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Swett Government and Fleet Sales Account Manager 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-355-1686

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

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>CNH Industrial is a global leader in capital goods that implements design, manufacturing, distribution, commercial and financial activities in international markets. We employ more than 64,000 people in 66 manufacturing plants and 54 research and development centers in 180 countries. Our global presence and broad reach mean that we can capitalize on opportunities for growth and pursue our ambition to become a leader in our sectors.</p> <p>Through our 12 brands we make the vehicles that keep agriculture and industry growing. From tractors and combines to trucks and buses, as well as powertrain solutions for on-road and off-road and marine vehicles, we design, produce and sell machines for work.</p> <p>Prior to CNH Industrial evolving, New Holland and Case IH were separate companies. In 1991 Fiat purchased an 80 percent interest in Ford New Holland and merged it with FiatGeotech to create a huge new industrial equipment entity dubbed N.H. Geotech--though its North American operation kept the name Ford New Holland. The new international behemoth, headquartered in London, instantly became the world's largest producer of tractors and haying equipment, the second largest producer of combines, and one of the largest producers of diesel engines.</p> <p>N.H. Geotech changed its name to New Holland N.V. in January 1993, although the company's North American operation stuck with the Ford New Holland moniker for two more years.</p> <p>In 1999 Fiat Group acquires Case Corporation and merges it with New Holland to create CNH Global, a world leader in farm machinery and construction equipment. In 2013 we became CNH Industrial.</p> <p>Case IH's robust history began in 1842 when Jerome Increase Case founded the Racine Threshing Machine Works in Racine, Wisconsin (our current headquarters). Shortly thereafter, in Chicago, Cyrus McCormick founded the McCormick Harvesting Machine Company which will later become International Harvester. In 1902 J.P. Morgan brokered the merger of the McCormick, Deering, and three smaller brands into the International Harvester Company. Throughout the next several decades, Case and International Harvester (IH) continued to lead the market with products such as the Farmall series of tractors. Millions of Farmalls were sold, cementing IH as an agricultural icon, not just in North America, but globally.</p> <p>The mid to late 1900s both companies experienced mergers and acquisitions. The most relevant took place in 1985 when Case and IH merged to form Case IH. New products were introduced after the merge. Steiger corporation was purchased, handing the new company a unique and well known four wheel drive lineup. Two longstanding tractor lines were created--the Magnum and Maxxum tractors. As the 1900's were coming to an end, Case IH celebrated its 150th anniversary. In 1995 Case IH once again advanced agriculture by bring AFS (Advanced Farming Systems) to the market. AFS was the first platform to use satellites to log and track data in real time in an agricultural application.</p> <p>New Holland's roots can be traced back to 1895, when handyman Abe Zimmerman made his first feed mill at his New Holland, Pennsylvania repair shop. He called his operation the New Holland Machine Company and incorporated it in 1903.</p>

Meanwhile, across the Atlantic, Italian auto maker Fiat was developing a tractor of its own. That company's efforts resulted in the development of the 702, Fiat's first mass produced tractor, which hit the market in 1919.

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

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

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

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

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

Within months of this merger, Ford New Holland added the agricultural division of Versatile Farm and Equipment Co., an agricultural equipment manufacturer that had been founded in Canada in 1947. The combination of Ford's tractors, New Holland's harvesters, and Versatile's large four-wheel-drive machines created a company that produced a wide spectrum of agricultural equipment.

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

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

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

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

For more information on the robust history of CNH Industrial and its brands, please refer to the below following link. [https://www.cnhindustrial.com/en-us/know\\_us/who\\_we\\_are/Pages/our\\_history.aspx](https://www.cnhindustrial.com/en-us/know_us/who_we_are/Pages/our_history.aspx)

8 Provide a detailed description of the products and services that you are offering in your proposal.

CNH Industrial's two agricultural companies, Case IH and New Holland, will provide comprehensive solutions for the Sourcwell members in North America with our manufactured products. CNHi also partners with industry leaders whose attachments compliments our products which allows an offering of a broader range of solutions to the members. Our products include tractors from 35 HP to 680 HP. The Case IH Steiger Quadtrac, 680 HP is the world's largest, fuel efficient, and most powerful tractor to date. Between our brands, our horsepower range allows us to service the needs of any member. Our implements and attachments solutions are tillage, planting, hay and forage, harvesting, sprayers, mowers, blades, box scrapers, brooms, snowblowers, loaders and backhoes.

For members who are on a limited budget dealers can offer rental and demo equipment that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if unit has over 250 hours). The customer will receive the member list discount and demo/lease adjustment based on Rent for sale program rates less any service or clean up fees dealer would have incurred. These programs are attached for your review.

Our vast network of CNHi dealers (1,496) will provide local product technical support at the dealership or out on the road to the members along with providing the start-up and operations training compliant with OSHA regulations, which the members need in order to get the maximum performance and maximum efficiencies out of their CNHi products.

Our support doesn't stop there, our dealer network is stocked with OEM parts to support the member and to ensure their equipment gets the maximum amount of run time.

Our financial services to the members include leasing options and extended warranties which are handled directly at the local dealer with the members.

9	What are your company's expectations in the event of an award?	If CNHi is awarded the Sourcewell contract, we expect to achieve an overall sales growth of 10% in the first year and a minimum growth of 5% per year in the remaining contract years. We recognize our North American growth has not been as we expected, and we are making changes to get our growth back to the level we expect. CNHi announced in September 2019 an initiative "Transform to Win," which puts us on a path of strengthening our position in the marketplace. We are developing a new training and Sourcewell onboarding plan with Government Solutions Team, which requires our target dealers to be trained or re-trained and new dealers to be trained within their first 60 days. GST will be expanding their training to include additional web trainings, beyond the initial training and ride-a-longs to help educate the sales teams and the customers. Sourcewell marketing material is being distributed upon training for use with customers and at shows and events with our brands. Additional emphasis will go into getting our dealers to attend the GTKU's and Universities in order to round out their knowledge of the contract and how to use it to drive the need to the contract. We are also going to target and engage with the government entities to get our Sourcewell contract adopted versus these entities having their own contract.	*
10	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.	CNH Industrial 2017 full year resulted in a net revenue of \$28 billion and a trading profit of approximately \$1440 million, with a trading margin of 5.1% and net income of \$477 million. This year our consolidated revenues grew by 10%, net revenues of Industrial Activities by 11%, and our trading profit by 15% relative to the prior years while reducing our net industrial debt by 46%. Please find attached *2018 CNH Industrial ANNUAL REPORT *2018 U.S. GAAP ANNUAL REPORT *2017 CNH Industrial ANNUAL REPORT	*
11	What is your US market share for the solutions that you are proposing?	21.5% US	*
12	What is your Canadian market share, if any?	25% Canada	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Not applicable b) CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1496 North American dealers. Through our dealer network, we are positioned to provide North America support for customers for the sale of new units as well as the important post sale support that our parts and service personnel provide. Dealerships are independently owned and operated. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This includes sales, service, parts, marketing and operations.	*

15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>CNH Industrial has a focus on quality products, sustainability, and human resources. CNH Industrial does not just hold itself to these standards, but also its suppliers. As a result of ever-increasing customer demands and the level of excellence required by WCM, the focus is on the quality of every aspect of the manufacturing process, which has also led plants to adopt a quality management system compliant with ISO 9001. As at December 31, 2014, there were 57 CNH Industrial ISO 9001 certified plants, equal to 96.5% of revenues from sales of products manufactured at CNH Industrial's plants. The plants are held to a high standard of quality and the safety of CNH Industrial employees are held even higher. Every manufacturing plant has an Environment, Health and Safety (EHS) unit, responsible for dealing with occupational health and safety issues, as well as for providing specialized technical assistance to production managers and to those in charge of all other Company processes. Plant EHS units are coordinated by Regional EHS units, which ensure adherence to the Health and Safety Policy and compliance with all applicable regulations. In addition, Regional EHS units provide specialized assistance for all Company processes that impact safety. The Governance and Sustainability Committee, a subcommittee of the Board of Directors, is informed of the health and safety results published in the Sustainability Report, and makes comments where appropriate. Individual health and safety targets were included in the Performance and Leadership Management system (see also page 31) of both plant managers and of most of the managers responsible for the projects indicated in the 2014 Sustainability Plan. The certification of occupational health and safety management systems as per the OHSAS 18001 international standard covers 54 CNH Industrial manufacturing plants worldwide, and almost 47.8 thousand people. Certifications are awarded by accredited international bodies that are themselves continuously and rigorously monitored by international organizations, such as Accredia and SAS, to ensure and certify their high levels of reliability and operational and procedural standards. In 2014, the occupational health and safety management systems at some non-manufacturing sites were OHSAS 18001 certified, accounting for about 2,200 people at eight different sites and locations. A total of 62 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now OHSAS 18001 compliant, covering almost fifty thousand people. In 2014, OHSAS 18001 certification was extended to all joint venture plants in which CNH Industrial has at least a 50% interest.</p> <p>CNH Industrial also hold its suppliers to a high standard in regard to both human resources and sustainability. Please see the attached files for CNH Industrial's Sustainability Plan and Supplier Code of Conduct for more information.</p>
16	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable</p>

17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Case IH Products:                  Farmall series 30 - 130 HP compact and utility tractors-                  Maxxum series 116 HP- 145 HP tractors                  Puma series 150 HP - 240 HP tractors                  Optum series 271 HP - 300 HP tractors                  Magnum series 180 HP - 380 HP tractors                  Steiger series 370 HP - 620 HP articulated tractors                  Early Riser 1200 and 2100 series planters                  Precision Disc air drills                  Flex Hoe air drills                  Precision Air carts                  Patriot series sprayers                  Miller series sprayers                  Titan floater applicators                  Nutri-Placer application bars                  Trident combination applicator (liquid/dry)                  Axial Flow combines                  Combine heads (all crops)                  Module Express cotton pickers                  Sugar Cane harvesters                  Tillage: discs, cultivators, rippers, vertical, strip, in-line, chisel plows.                  Windrowers with heads                  Hay mowers and conditioners                  Balers (large square, small square and round)                  Forage harvesters                  Forage Blowers                  Wheel rakes                  Mergers                  Loaders                  Attachments (box graders, lawn mowers, backhoes, snow blowers, roto-tillers)                  Skid steer loaders                  Compact track loaders                  Financial services provided by CNHi Capital (leasing/financing)                  On sight service                  Safety training</p> <p>Telematics are offered on most larger tractor models. This offering can help managers understand their equipment to higher level. Mangers can monitor where units are, how much idle time has occurred, when service is needed, fuel usage and run diagnostics on the unit with the supporting dealer.</p> <p>New Holland Products:                  PTO HP                  Compact Tractors 28 HP to 36 HP                  Workmaster Tractors 17 HP to 60 HP                  Powerstar Tractors 50 HP to 100 HP                  T5 Series Tractors 73 HP to 100 HP                  T6 Series Tractors 95 HP to 125 HP                  TS6 Series Tractors 90 HP to 115 HP                  T7 Series Tractors 110 HP to 210 HP                  T8 Series Tractors 205 HP to 315 HP                  T9 Series Tractors 370 HP to 620                  Telehandlers 119 HP                  Loaders and Implements for tractors                  Major and Supporting Hay products                  Self Propelled Forage Harvester                  PullType Forage                  Combine and Heads                  Seeding                  Sprayers                  Material Handling                  Skid Steer Loaders                  Compact Track Loaders</p>
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**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Organization Year Award Product</p> <p><a href="https://www.asabe.org/AE50">https://www.asabe.org/AE50</a></p> <p>AE50 2019 Outstanding Innovation Precision Disk 500DS</p> <p>AE50 2019 Outstanding Innovation AFS Soil Command</p> <p>AE50 2019 Outstanding Innovation New Holland Intelligent Trailer Brake System</p> <p>AE50 2019 Outstanding Innovation Axial- Flow 250 Series Combine</p> <p>AE50 2019 Outstanding Innovation IntelliSense</p> <p>AE50 2018 Outstanding Innovation CVX Drive Steiger/Quadtrac</p> <p>AE50 2018 Outstanding Innovation Custom Steer</p> <p>AE50 2018 Outstanding Innovation Gaudian SP310F Front Boom</p> <p>AE50 2018 Outstanding Innovation IntelliTurn Auto End of Row Turn System</p> <p>AE50 2018 Outstanding Innovation Optispread Plus Residue Management</p> <p>AE50 2018 Outstanding Innovation Dynamic Command Transmission</p> <p>AE50 2018 Outstanding Innovation 2100 Series Split Row Lift System</p> <p>AE50 2018 Outstanding Innovation Nutri-Placer 930 HSLD Fertilizer Applicator</p> <p>AE50 2018 Outstanding Innovation Trident 5550 Liquid/Dry Combination Applicator</p> <p>AE50 2017 Outstanding Innovation 4400 Series Corn Head Stralk Roll Spirals</p> <p>AE50 2017 Outstanding Innovation CX Combine Everest Leveling System</p> <p>AE50 2017 Outstanding Innovation IntelliBale ISOBUS Class 3 Automation Round Baler</p> <p>AE50 2017 Outstanding Innovation SmartTrax Flex Technology CX/CR Combines</p> <p>AE50 2017 Outstanding Innovation T7 Enhanced Engine Brake</p> <p>AE50 2017 Outstanding Innovation Aux. Alterantor Automation Early Riser Planters</p> <p>AE50 2017 Outstanding Innovation Extended Wear Rotor Axial Flow Combines</p> <p>AE50 2017 Outstanding Innovation Rowtrac Carrier System Early Riser Planters</p> <p>AE50 2017 Outstanding Innovation Tiger-Mate 255 Field Cultivator</p> <p>AE50 2016 Outstanding Innovation Axial- Flow 140 Series Combine</p> <p>AE50 2016 Outstanding Innovation Dual Stream Combine Header Attachment</p> <p>AE50 2016 Outstanding Innovation Flexi-Coil P Series Air Cart</p> <p>AE50 2016 Outstanding Innovation IntelliCruis Feed Rate Control Large Square Balers</p> <p>AE50 2016 Outstanding Innovation Modular/Configurable Rice Concave CX Combine</p> <p>AE50 2016 Outstanding Innovation T7.315 Tractor</p> <p>AE50 2016 Outstanding Innovation T7.290 Tractor</p> <p>AE50 2016 Outstanding Innovation Early Riser 2150 Planter</p> <p>AE50 2015 Outstanding Innovation Ecolo-Tiger 875 Disk Ripper</p> <p>AE50 2015 Outstanding Innovation 12.5 Meter 760CG Varifeed Grain Header</p> <p>AE50 2015 Outstanding Innovation Remote Control Actuator CR Combines</p> <p>AE50 2015 Outstanding Innovation QuickMax Disc Cutterbar Quick-Chang Knie System</p> <p>AE50 2015 Outstanding Innovation Triple-Clean Cleaning Shoe Technology CX5/6000 Combine</p> <p>AE50 2015 Outstanding Innovation Flip Up Tall Corn Attachments 4400 Series Corn Heads</p> <p>AE50 2015 Outstanding Innovation Indirect Engine Cooling System 620 Steiger</p> <p>AE50 2015 Outstanding Innovation Intermediate Wing Hinge Precision Disk 500 Drill</p> <p>AE50 2015 Outstanding Innovation Magnum Rowtrac Tractor</p> <p><a href="https://tractoroftheyear.org/">https://tractoroftheyear.org/</a></p> <p>Tractor Of the Year Award 2019 Tractor Of the Year Maxxum 145 Active Drive 8</p> <p>Tractor Of the Year Award 2019 Best Design Maxxum 145 Active Drive 8</p> <p>Tractor Of the Year Award 2016 Tractor Of the Year Optum 300 CVX</p> <p>Tractor Of the Year Award 2016 Best Utility T5.120</p> <p>Tractor Of the Year Award 2015 Tractor Of the Year Magnum 380 CVX</p> <p>Tractor Of the Year Award 2015 Best of Specialized T3F Tractor</p> <p><a href="http://ifw-expo.de/exhib/ciame-2019/">http://ifw-expo.de/exhib/ciame-2019/</a></p> <p>CIAME 2018 Most Influential Brand NA</p> <p>CIAME 2017 Most Influential Brand NA</p> <p><a href="https://www.wisbusiness.com/2018/cnh-industrial-achieves-wisconsin-green-masters-level-status/">https://www.wisbusiness.com/2018/cnh-industrial-achieves-wisconsin-green-masters-level-status/</a></p> <p>Wisconsin Sustainability Award 2018 Green Master Wisconsin Plant</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>~2.5% Case IH</p> <p>4.5 % New Holland</p>
20	What percentage of your sales are to the education sector in the past three years	<p>&lt;1% Case IH</p> <p>1% New Holland</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>CIH Sourcwell</p> <p>2016 \$14,352,145</p> <p>2017 \$19,224,408</p> <p>2018 \$17,725,520</p> <p>CIH H-GAC</p> <p>2016 &lt;\$250,000</p> <p>2017 &lt;\$250,000</p> <p>2018 &lt;\$200,000</p> <p>CIH Buy Board (TX)</p> <p>2016 &lt;\$250,000</p> <p>2017 &lt;\$250,000</p>

2018 &lt;\$200,000

CIH Florida Sheriff Assn.

2016 \$0

2017 &lt;\$300,000

2018 &lt;\$550,000

CIH IA State Contract

2016 &lt;\$750,000

2017 &lt;\$1.1M

2018 &lt;\$750,000

MI State Contract

2016 &lt;\$50,000

2017 &lt;\$20,000

2018 &lt;\$50,000

CIH MO State Contract

2016 &lt;\$850,000

2017 &lt;\$200,000

2018 &lt;\$500,000

CIH SC State Contract \$100,000.00

2016 &lt;\$200,000

2017 &lt;\$300,000

2018 &lt;\$300,000

CIH MN State Contract

2016 &lt;\$300,000

2017 ~\$1.5M

2018 ~3.5M

New Holland Contracts

Michigan State

\$857,105 2018

\$766,756 2017

\$177,388 2016

Pennsylvania State

\$1,630,225 2018

\$814,131 2017

\$646,304 2016

Ohio State

\$522,480 2018

\$704,223 2017

\$938,642 2016

Iowa State

\$126,107 2018

\$83,890 2017

\$1,952 2016

Louisiana State AG &amp; CE

\$787,783 2018

\$2,217,469 2017

\$969,113 2016

Oklahoma State AG &amp; CE

\$267,600 2018

\$364,642 2017

\$167,549 2016

North Carolina State

\$74,502 2018

\$40,515 2017

\$- 2016

South Carolina State

\$57,470 2018

\$152,154 2017

\$202,446 2016

Georgia State

\$94,496 2018

\$171,451 2017

\$85,388 2016

Florida State

\$373,706 2018

\$407,945 2017



		\$207,569 2016  Alabama State \$- 2018 \$- 2017 \$181,741 2016  Mississippi State \$415,336 2018 \$483,303 2017 \$135,116 2016  Buy Board AG & CE \$1,714,910 2018 \$2,025,241 2017 \$639,189 2016  HGACBuy AG & CE \$226,015 2018 \$101,263 2017 \$27,389 2016  NASPO ValuePoint _ AG & CE \$916,116 2018 \$1,033,980 2017 \$725,807 2016  Sourcewell AG & CE \$9,804,511 2018 \$13,077,904 2017 \$12,001,257 2016	
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Case IH 2016 <\$700,000 2017 ~1.8M 2018 ~2.5M	*

#### Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
Kitsap County	Keith Swearingen	360-337-4895	*
Bonney Lake Public Services	Al Young	253-447-3101	*
South Stickney Sanitary District	Jason Gustafson	708-424-6030	*
Niagara Falls City School District	Earl Smeal	716-286-4243	

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

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Cross Keys Leasing - USDA	Government	Virginia - VA	Crop Maintenance/Agriculture use	35	\$3,775,820	*
ND DOT	Government	North Dakota - ND	Mowing	44	\$3,362,676	*
Town of Ocean City	Non-Profit	Maryland - MD	Beach clean-up	13	\$3,143,775	*
Ontario Federation of Snowmobile Clubs	Government	ON - Ontario	Plowing	14	\$1,383,581	*
Luinberg Waste Management System Inc.	Non-Profit	Minnesota - MN	Landfill	5	\$1,276,221	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	CNH Industrial's Field sales force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our Field Sales Force are fully focused on the sale of CNH Industrial through our Dealer Networks to our end user. The Case IH Commercial Sales Team is comprised of 6 Regional Sales Directors, 48 Territory Sales Managers, 15 Sales Support Managers, New Holland Agriculture Field Sales is made up of 6 Region Sales Directors, 45 Territory Business Managers, 5 Dealer Sales Support Specialists, 4 Product Sales Specialty Managers, 26 Marketing, Product, Technical, and Specialty Field Managers. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel. We have approximately 7,480 dealer sales representatives supporting our products across all market segments.
26	Dealer network or other distribution methods.	Case IH and New Holland Agriculture has a dedicated dealer network comprised of 1496 locations strategically placed across North America. Each one of these locations is fully dedicated and trained to sell and support Case IH and New Holland Agriculture products covered in this RFP. Our independent Dealer network is primarily located in rural North American communities. Many of the principals, their staff and customers hold positions on their local city, village, township, county boards, school boards and positions within their churches, non-profit camps and Fair Boards, and non-profit organization, such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage and train the CNHi dealer network from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently. CNH Industrial supports our authorized dealer networks with 70 professional Field Service Managers. Each CNH Industrial dealership is staffed with parts and service personnel trained to support the products in their sales area of responsibility. The CNHi dealer network supports the continental United States, Hawaii, Alaska and Canada. Dealer service personnel are factory trained as well as have access to "ASIST", a technical database that helps technicians quickly diagnosis product failures through the experience of the CNHi technical advisors and fellow dealers. All core CNHi products are further supported by the Customer Care contact phone numbers Case IH 1- 844-522-7344, New Holland Agriculture 1-888-365-6423.
27	Service force.	CNHi Field service force is comprised of employees of the company as well as third party employees of our dealer network who cover the entire US and Canada. Our staff and our dealer technicians are required to meet annual service training requirements through our Company provided on-site training, our service schools and our on-line technical training programs. Our Field Service force are fully focused on the service of CNHi through our Dealer Networks to our end user. The Case IH Commercial Service Team is comprised of 6 Regional Service Directors, and 38 Field Service Managers. New Holland Agriculture Field Service is made up of 1 Service Director, 6 After Sales District Managers, and 32 After Sales Business Managers. Each independent CNHi dealer supports its local customer base with its own sales, product support and service personnel. We value their position as the local support to the members and provide them with the tools, training and support to help provide the member with a well-rounded team.
28	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.	CNH Industrial has a strong focus on uptime for all applications of our equipment. Uptime is not only the company's focus, but also our dealer networks. Customer service begins with our strong parts depot network. Throughout Canada and the United States, CNH Industrial supports its customers with 11 parts depot that are strategically located for optimum logistical support. Dealers are held to high standards through our Pinnacle parts and service program. CNH Industrial constantly monitors fill rates of parts throughout our network, benchmarking at 98.5% fill as a KPI (Key Performance Indicator). Should a part be unavailable in a reasonable time frame for the task at hand, other resources are deployed. One such resource is BDA (Break Down Assistance). When triggered, BDA escalates the part needed to an "emergency" status. This status allows for the part to be delivered in from anywhere globally, utilizing our 45 non North American depots. Another resource is our ability to supply a "loaner" machine to the customer at no charge, or reduced rates. This ensures that, even if a part is overseas, and the time to fix the unit is not satisfactory for the customer, they will have uninterrupted uptime. CNH Industrial is also beginning a 3D printing of parts to be on the leading edge of technology and deliver best in class experiences for our customer base.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will service all geographic areas of the United States and Canada.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will fully service all government, education, not-for-profit and any other eligible entities. No other contracts limit CNH Industrial ability to promote the Sourcewell contract.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	CNH Industrial will serve the entire U.S. including Hawaii, Alaska and Canada in all market segments. The shipping and delivery expense calculation method will be used for offshore transactions as well as Alaska and Hawaii.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>CNHi will promote the Sourcewell contract to our CNHi Sales Managers, government dealer sales teams of over 2,000, and our customers. Our Sales Managers will attend their dealers training to help promote and work through a process on how to ensure full support at the onset of a potential Sourcewell sale. GST will conduct the training, our CNHi government team is involved as well as our Sourcewell contract manager. We want our dealers to have the vast amount of support and success while being trained on the contract. We also go to Canada and train on the Capital Purchasing Program offered by the Trade division of the Rural Municipality of Alberta (RMA). All training is free to the dealers and goes through our Web University for tracking and awarding the teams for their participation. We work with Sourcewell and RMA to provide marketing materials to the dealers. The marketing materials are also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. We plan to develop Sourcewell sales goals within CNHi and the dealers. We are going to add emphasis to getting our sales teams to the GTKU's and Universities. We are going to raise the level of the Sourcewell contract exposure in the dealerships by providing Sourcewell marketing material along with our materials. The Sourcewell contract will have a heavy focus as GST makes sales calls and attends shows and events with our dealers to educate and train our teams and our customers. We have developed pages in our internal dealer portal and process documents outlining the processes in the US and Canada to show our dealers the entire process and how simple it is to use the contract.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>CNH Industrial incorporates several uses of technology, digital data, social media and data to drive market awareness, target prospective sales, train our teams and customers, and perform community outreach. CNH Industrial has dedicated websites for both New Holland and Case IH products and services. These websites allow prospects to build equipment to their specifications, locate dealers and have direct contact information to each brands government representative. Our social media presence spans from Instagram, Facebook, Twitter and LinkedIn. We follow, like and share Sourcewell media along with other industry leaders to promote a full support system to our teams, dealers and the community. These media platforms help keep our brands at the top of the minds of our prospects, current customers and the community.</p> <p>CNH Industrial also utilizes data from Association of Equipment Manufacturers (AEM) on governmental and non-profit sales. This data provides sales activities and allows the company to pinpoint high-density sales areas. The data also allows us to understand our effectiveness in the marketplace in comparison to our top competitors. By analyzing this data, we can shift strategies and continue to focus where we are successful.</p> <p>Another source of data acquisition is from our government bid services. The company invests in these services to gain a competitive advantage and to help us direct opportunities to the Sourcewell contract. The services allow us to see the members future requirements, prior to the requirement hitting the street. By understanding the member's needs, our dealer network can reach out and build relationships and offer the Sourcewell contract as a solution to fulfilling the members bid process.</p> <p>Finally, we conduct training and post videos online to reach a maximum audience within our network to keep our teams "in the know" as quickly as possible. Our first measure of offense is to get information out quickly in order that the members always have the most current information. GST along with our Government Sales Managers work with our teams daily through these trainings, videos and emails to help them understand their market and the opportunities that exist.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>CNHi expects Sourcewell to promote the contract by allowing members to easily locate our contract through the landing pages on the Sourcewell website, through publications, social media, digital media, shows and events. We would also like to see Sourcewell's continued involvement in more state adoptions of the contract in the US and Association adoptions in Canada. Promoting the contract through the GTKU's and Universities, we have realized, is an excellent value Sourcewell provides to the promotion and education efforts. Being able to utilize the contract manager for trainings is of great value as well. Communicating how the contracts are being adopted and by whom is another important role Sourcewell can provide. The annual H2O conference is an excellent networking opportunity for the vendor teams to come together and share lessons learned, wins and best practices and we hope those continue. Our expectation of Sourcewell when members inquire directly is to take the opportunity to thank them and appreciate them and the needs they have, answer any questions the contract manager can answer and provide our contact information to the member. We would like our CA to follow up with an email or call to us on who called, their contact information and what they needed. This allows us to continue the sales process by reaching out to them as this will show the member, they have a team with Sourcewell and CNHi in which they can count on for solutions.</p> <p>We plan to integrate the contract in our renewed training efforts with our North American CNHi and dealer sales teams. We will plan time to discuss our Sourcewell contract at sectional and regional CNH dealer and sales meetings. Our focus is going to be on education, training and more marketing material given out to customers as well as we plan to be more visible to the members in this market segment; government, education and non-profits. We are placing a focus on our business in Canada and working with an industry leader on government mowing attachments which will give us additional products in this market area. We believe we are fully integrated within our ordering process as we have written processes on how to place Sourcewell orders through our dealer and CNHi systems which will be included in the training of the teams.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Not at this time. Our contract is awarded through our dealer level and this places too many variables. We have had conversations with NASPO to see if there is a way to work on an industry standard. Some of the states have already started going to the e-procurement system but with our highly configured products, it is difficult to work within their perimeters. We are willing to work with Sourcewell and the team you have put together to come up with a process for e-procurement. Whether this be through an EDI system or finding a company that has already created a process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>CNH Industrial holds Product Training and Customer Experience Events throughout the year. Any dealer, current customer or potential customer can attend these events.</p> <p>At the corporate training facilities or the servicing dealer level, Operator and Maintenance training can be specifically structured for the customer. The servicing dealer provides base machine operation and maintenance training as part of the purchase and delivery. Additional training can be purchased through the local dealer.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>One of CNH Industrials most recent technological advancements resides in the AFS (Advanced Farming System)/Performance Land Management (PLM) platforms. Installing these systems onto the equipment allows for several advantages</p> <ol style="list-style-type: none"> <li>1) Machine location</li> <li>2) Machine telematics (idle time, work time, data transmission)</li> <li>3) Remote diagnostics (software updates etc)</li> <li>4) Data mapping (fuel, as applied mapping, etc)</li> <li>5) Self steering</li> </ol> <p>Along with AFS/PLM, CNH Industrial products can be equipped with CVT transmissions. This technology allows for infinite ranges of speed including .00001 MPH to top speed. Slow speeds are desirable in mowing applications and many other operations commonly used in the government sector.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>For the last nine years CNH Industrial has received the highest score from Dow Jones Sustainability Indices (DJSI) in the areas of: Environmental Policy &amp; Management System, Operational Eco-Efficiency (environmental dimension) as well as Social Reporting, Human Rights and Human Capital Development (social dimension), Code of Business Conduct and Supply Chain Management (economic dimension). These awards come from CNH Industrials initiatives involving alternative fuel sources such as methane, compressed natural gas (CNG), liquefied natural gas (LNG), and ethanol. Each of these resources reduces machine CO2 emissions. In addition to this, alternative fuels such as methane and ethanol allow operations to become "circular economies". This means what was once seen as waste or by product, is now seen as a renewable energy source.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>In addition to the green initiatives listed in section 38, CNH Industrial continues to support conservation efforts with third parties. For almost a decade, the company has supported the National Association of Conservation Districts (NACD). CNH Industrial is the largest donor to the NACD and is the primary sponsor of their annual meeting. The NACD and CNH Industrial's partnership ensures education and activities focus on the sustainability of agriculture through the stewardship for the land and the protection of its quality soil and water, all needed to secure the resources to feed a growing world population with safe food sources. <a href="https://www.nacdnet.org/news-and-events/annualmeeting/2019-annual-meeting-auction/">https://www.nacdnet.org/news-and-events/annualmeeting/2019-annual-meeting-auction/</a></p> <p>All CNH Industrial engines comply with U.S. EPA (EPA emission standards part 1039) and Canadian regulations.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>CNHi is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises. One of our GSA contract holders, Federal Contract Corp, is a Certified HUBZone Vendor, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business and SBA Certified Small Business. <a href="https://federalcontractscorp.com/about/">https://federalcontractscorp.com/about/</a></p> <p>Monroe Tractor in NY is Woman Owned. <a href="https://www.monroetractor.com/about/">https://www.monroetractor.com/about/</a></p> <p>Yukon Equipment in AK is Native Owned. It was established under the Alaska Native Claims Settlement Act of 1971. <a href="https://yukoneq.com/about-us/">https://yukoneq.com/about-us/</a></p>

41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>CNH Industrial is dedicated to our Clean Energy Leader® strategy, launched in 2006, which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. Our brands are designed and built to deliver efficient power and agronomic advantages to increase yields and limit the cost of inputs. Our brands represent more than 175 years of expertise in the industry. We are recognized today as a global leader in powerful, reliable and highly efficient equipment that helps our members meet the challenges of modern-day tasks. We have more than 400 models in over 100 product lines which speaks to understanding member needs and providing them with the correct solution. This is accomplished by our strong dealer network and our CNHi field teams working together to help our members define their needs and offer the “right solutions” package. Our dealers are measured on technical, financial and sales performance levels and maintaining certifications to back up these performance levels. Our focus is to align with the members focus; purchasing the right equipment and efficiency of operation while controlling costs. A few other great attributes CNHi offers above our competitors is around data and demos. We offer an open platform for data and do not lock out different data points as our competitors do. The purchase of AgDNA allows our machines to communicate with multiple data sources and brands. This allows the members to have one point of data communications for all their brands. This is especially important at the university level where multiple brands are typically present. These data points are used in calculating yield, for maintenance tracking, usage tracking and many other pieces of information required to operate their fleets effectively.</p> <p>Our unique demo program will be available to the members under this proposal. A member can use the product in advance and receive additional discounts if they chose to purchase the product. This allows the member to make sure they are getting the right product for the job at hand.</p> <p>Our partnership with Government Solutions Team (GST) will continue to have an impact on the members through the education and speaking opportunities they are afforded during our meetings and events as well as during events taking place at all levels throughout North America which they are invited to attend. Their vast array of knowledge and experience working with members in this sector compliments our teams in the field in getting the Sourcewell contract discussed and utilized. It is their level of knowledge of the principles of the contract and knowing how to talk to the members that makes their training “Plan, Prepare, and Expect to Succeed with Your Sourcewell Contract” well-received. Their ability to speak with members as a third party has been of great value in successfully helping members understand how to utilize the contract.</p> <p>New Holland has been pushing the boundaries of innovation in clean energy solutions for more than a decade through its Clean Energy Leader strategy. It was the first manufacturer to offer 100% compatibility with Biodiesel back in 2006. In 2009 it developed the world’s first hydrogen tractor concept, NH2™ proving the feasibility of this zero-emission technology for the future. This was a key element of the brand’s Energy Independent Farm™ concept, launched at the same time.</p> <p>New Holland continued to explore alternative fuels that would deliver reduced emissions and lower running costs. In 2012, it created its first propane fueled tractor prototype and is now developing the T6 Propane Power tractor in partnership with the Propane Education &amp; Research Council (PERC).</p> <p>In 2013, New Holland presented its first T6 Methane Power tractor prototype, which it has been developed further and tested with customers. The 6-cylinder NEF methane engine delivers 180 hp and 740 Nm: the same power and torque as its standard diesel equivalent. It has the same durability and service intervals, and generates up to 30% running cost savings. The innovative tank design, using a composite layered tubular structure, enables a full day’s autonomy in line with an equivalent diesel model.</p> <p>In real field conditions, the methane powered concept tractor produces at least 10% lower CO2 emissions and reduces overall emissions by 80% compared to a standard diesel tractor. Its environmental performance further improves when fuelled by biomethane produced from crop residues and waste from farm-grown energy crops, which results in virtually zero CO2 emissions.</p> <p>The New Holland methane powered concept tractor closes the virtuous cycle of the Energy Independent Farm™. It combines visionary design concepts with advanced technologies, extended connectivity and reliable powertrain technology that are already available, fuelling innovation to offer a glimpse into a sustainable future of efficient and productive farming.</p>
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract since 2015. We produce a Canadian version of our price book in Canadian dollars and offer our full array of products and services through our network of local dealers across the provinces. Our Canadian financing and leasing teams are Canadians living in Canada. This ensures the members are working within the Canadian rules and regulations. With the assistance from Sourcewell, RMA and GST, we are expanding our marketing and training efforts and our overall CNHi and dealer presence throughout Canada and look to grow the use of the contract as a result of this effort. We are representing Sourcewell at the Canadian Public Procurement Forum meetings in Toronto Nov 3-6, 2019.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in the brand's Warranty Statements. Please see Warranty attachment.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If scraper applications are to be performed in construction/commercial, the tractor must be ordered as a "scraper unit" from the factory, otherwise some restrictions on warranty may arise.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, this proposal does not cover technician travel time or mileage for warranty repairs. The member and the dealer may work out other arrangements outside of this proposal.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No. Authorized CNH Industrial equipment dealers warranty repair centers are available in all geographic regions of the U.S. and Canada. Sourcewell members will work with their local dealer for warranty repairs.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All CNH Industrial branded equipment (New Holland/Case IH) are warranted by CNH Industrial. Any attachment/accessories not brand CNH Industrial (New Holland/Case IH) will be warranted according to the original equipment manufacturer according to their policies.
48	What are your proposed exchange and return programs and policies?	<p>CNH Industrial's responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Deliver a unit that is free of defects in material and workmanship</li> <li>• Reimbursement costs for repairs that are the result of defects in material and workmanship</li> <li>• Provide warranty payment to dealers per policy in a timely manner</li> <li>• Provide service information to dealers via the Technical Help Desk (THD) and eTIM</li> <li>• Identify product deficiencies and corrective action by Product Improvement Programs</li> <li>• Make determinations of premature wear</li> <li>• Provide operators manuals</li> <li>• Deliver a "work-ready" product, but not application ready (roll-on / roll-off product)</li> </ul> <p>If for any reason defects/failures arise, CNH Industrial will take corrective actions under the warranty policy. Returns/Exchanges are not allowed.</p>
49	Describe any service contract options for the items included in your proposal.	<p>Base Warranty is the factory warranty provided to the customer at no additional cost for a specific period of time covering the complete machine.</p> <p>Extended Warranty is an extension of the base warranty coverage on specific components provided to the customer at no additional cost.</p> <p>Each of the above warranties vary in hours/term length by product. Please see attached "warranty" file for a complete list of equipment coverage.</p> <p>Purchased Protection Plan (PPP) is available for purchase through CNH Industrial Capital. PPP provides coverage beyond the manufacturer's base warranty period for new and/or used equipment. The duration and type of PPP warranty will depend on the purchased coverage. If the plan lists a month / year limit and a machine hour limit, the plan expires when the first of those limits is reached.</p> <p>PPP purchased during the manufacturer's base warranty period.</p> <ul style="list-style-type: none"> <li>• PPP period (duration and/or hour limit) includes the manufacturer's base warranty period.</li> <li>• PPP coverage begins upon the expiration of the manufacturer's base warranty period.</li> </ul>



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30, after receipt of invoice.	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available.	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Our dealer network will be handling the sales from Sourcewell members and our dealers will be quoting the unit as well as receiving the payment from them. As our dealers are working with their customers they will determine if the local agency is a Sourcewell or Canadian Association member. If they need to sign-up, our dealers are educated in the application process and can help them complete the membership application as well as they have our internal support and support from GST, RMA and Sourcewell to assist. Our dealers are aware of the Sourcewell contract pricing and the discount structure that needs to be passed to their customers. This information is published on our Dealer Portal as well as provided in writing and focused on during all trainings. They will work up a quote to the Sourcewell member. All documents will have the Sourcewell member number, the CNHi contract number and our equipment VIN number in order to maintain a good audit trail for the member. Once the member approves the quote the dealership will order the equipment. When the equipment arrives, the dealership will prep the unit and deliver it to the customer. The dealer will review operating instructions with the customer and fill out the warranty registration. The agency pays the dealer for the purchase. The Dealership settles the equipment and uploads the purchase order, invoice and authorization letter into the settlement system, which contains the member number, contract number and VIN number for auditing purposes. Each quarter the CNH Government Manager will run a Sourcewell report on all sales. The government manager will verify that the dealership information (from the settlement system) is correct and complete and then file a quarterly sales report and pay the administration fee to Sourcewell.	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Acceptance would be at the local dealer's discretion.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each product will be discount off standard list price. Please see attached "Discount Matrix". Freight for Sourcwell members is FOB CNH Industrial North America plant or import distribution point. Total final price will include discount off of list with freight, setup, surcharge and any other additional costs associated with the final sale.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CNH Industrial proposed discount off of list will range from 19% to 35%.
56	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer a volume program or rebate program. Our CNH Industrial dealer are authorized, at the dealer's discretion, to provide additional discounts at the local level.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Proposed pricing for sourced equipment or services will be "open market". CNH Industrial will provide a quote for each such request. CNH America LLC dealers, at the dealer's discretion, may provide additional discounts at the local level. The preventative maintenance programs will fall into this area of the contract as laid out in number 67.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional cost that may be associated with each transaction may include: 1) Setup/Pre-delivery inspection 2) Surcharges if applicable 3) Additional manuals
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Freight, both from manufacturing facilities, distribution points, or transfers from other dealers inventory will be added as a separate line item. This cost is FOB, however, CNH Industrial often times subsidizes the cost to remain competitive in the marketplace.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CNH Industrial does offer customers the opportunity to "will call" equipment. This allows the customer, if so equipped to do so, to pick up equipment from the manufacturing/distribution points. This can lower overall transaction cost. CNH Industrial can also direct ship equipment to third parties, such as mower companies to have attachments/accessories professionally installed.

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	The dealer is required to submit documents when settling which include the purchase order with the serial number of the machine, invoice and authorization letter. Government Account Manager obtains the PO and serial number for verification of membership and pricing. A quarterly report is then generated for all SOURCEWELL sales.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to pay Sourcwell a 0.75% contract fee



**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	At CNH Industrial, one of the most important KPI's is market share. Each month the government managers run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from that, the percentage of government sales going to Sourcwell is determined. The goal is for this matrix to continue to grow and the percentage of government sales to increase for Sourcwell. A second internal matrix is looking at year over year and quarter over quarter results in sales volume dollars. For instance, 2019 has seen record breaking quarters for Q1 and Q2 in terms of sales volumes with Sourcwell. This shows progress. When analyzed, the quarterly growth can be attributed to growth of the contract usage in Canada. This data then leads us to continue to push harder in that market and focus. CNHi and GST will be setting training and overall market growth metrics in order to keep on track with expected sales growth.
66	Describe any industry-specific quality management system certifications obtained by your organization.	All CNH Industrial manufacturing locations in the U.S. and Canada are ISO 14001, ISO 50001, and OSHA 18001 certified. Please see the attached certifications.
67	Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response.	This proposal covers our dealer preventative maintenance programs, as mentioned in number 57, as an "open-market" item as these programs have high variability and one size does not work for all. CNHi has found it is better to allow the local dealer and member to design the best maintenance program to fit the equipment, budgets and service requirements. At CNH Industrial, uptime is a top priority. The company can provide telematics solutions that enable the equipment to feed information to the dealer service department, for any maintenance that may need to be performed. In addition to planned maintenance, the equipment can send warnings to the servicing dealers to allow them to know what the equipment is incurring in real time. This allows for any anomalies to be addressed before a breakdown occurs. CNH Industrial dealers provide customized preventative maintenance programs to address any customer needs. These packages would be charged based on how frequent and how intensive the program is. Dealers also offer customers on site parts and supplies stocking options. These on-site parts storage lockers which contain routine maintenance supplies and are restocked on a monthly basis by the dealer. Having these parts at the customers facilities encourages proper maintenance and maximum uptime, while reducing part searches and travel time to and from the dealer picking up needed parts and maintenance supplies.

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

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
- 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."

- [Financial Strength and Stability](#) - Financials.zip - Friday November 01, 2019 12:54:57
- [Marketing Plan/Samples](#) - CNHi Marketing Materials.7z - Thursday November 07, 2019 08:03:08
- [WMBE/MBE/SBE or Related Certificates](#) - Certificates.zip - Friday November 01, 2019 14:37:45
- [Warranty Information](#) - CNHi Warranty 2019.pdf - Wednesday November 06, 2019 08:42:00
- [Pricing](#) - Pricing.zip - Thursday November 07, 2019 14:18:15
- Additional Document (optional)

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Clinton Jenkins, Strategic Accounts Manager North America

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM	<input checked="" type="checkbox"/>	--