



SOURCEWELL – PARTICIPATION AGREEMENT

Sourcewell Master Agreement No.:	032119-CNH
Contract Category:	Heavy Construction Equipment With Related Accessories, Attachments, and Supplies
Awarded Contractor:	CNH Industrial America, LLC DBA Case CE, LLC
Washington Master Contract No.:	01020

This Participation Agreement for the above referenced Sourcewell Master Agreement (“Participation Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and CNH Industrial America, LLC, DBA Case, LLC, a Delaware corporation, (“Contractor”) and is dated and effective as of August 1, 2020.

RECITALS

- A. Pursuant to Legislative direction codified in RCW 43.19.005 and RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to provide goods and services to support state agencies and to enter into agreements with other governmental entities to furnish such goods and services as deemed appropriate by both parties.
- B. Pursuant to Washington law, Enterprise Services is authorized, on behalf of the state, to participate in cooperative purchasing agreements for any goods or services. *See* RCW 39.26.060(1). Any such cooperative purchasing must be done in accordance with an agreement entered into between the participants. *See* RCW 39.26.060(1). Enterprise Services, through a participation agreement or similar authorization may authorize specified eligible purchasers to utilize the Washington State master contract resulting from Enterprise Services’ participation in the cooperative purchasing agreement.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). *See* Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Master Agreements). Sourcewell Master Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).
- D. Pursuant to an Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, Enterprise Services may participate in and authorize participation in competitively procured Sourcewell Master Agreements.

- E. In regard to the above-referenced Sourcewell Master Agreement, Enterprise Services timely provided public notice, through Washington’s Electronic Business Solutions (WEBS) system, of the competitive solicitation process conducted by Sourcewell.
- F. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful proposer/bidder and awarded a Sourcewell Master Agreement to Contractor.
- G. Enterprise Services has determined that participating in this Sourcewell Master Agreement is in the best interest of the State of Washington.
- H. The purpose of this Participation Agreement is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Master Agreement as conditioned by this Participation Agreement.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **SCOPE:** This Participation Agreement covers the above-referenced contract category for the above-referenced Sourcewell Master Agreement with the above-referenced awarded Contractor.
2. **PARTICIPATION:** Pursuant to this Participation Agreement and the Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, the above-referenced Sourcewell Master Agreement may be utilized by the following, each of which is an authorized eligible purchaser (“Purchaser”):
 - (a) **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - (b) **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES).** Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - (c) **MCUA PARTIES.** The Sourcewell Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participation Agreement, each Purchaser agrees to be bound by the terms and conditions of this Participation Agreement, including the Sourcewell Master Agreement. Each Purchaser is responsible for its compliance with such terms and conditions.

3. STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:

- 3.1. **WASHINGTON’S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participation Agreement, Contractor shall register in the Washington State Department of Enterprise Services’ Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. **WASHINGTON’S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractor must register with Washington’s Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 3.3. **CONTRACT SALES REPORTING:** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
 - (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services’ [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of this Participation Agreement, which term shall run from the effective date of this Participation Agreement until the end of the Sourcewell Master Agreement; Provided, however, that Enterprise Services may terminate this Participation Agreement earlier by written notice. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

For Calendar Quarter Ending	Contract Sales Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- 3.4. **VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participation Agreement.

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
- Amount owed to Enterprise Services = Total contract sales invoiced (not including sales tax) x .0150.
- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
- This Washington Master Contract No.: **01020**
 - The Sourcewell Master Agreement No.: **032119-CNH**
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth above, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participation Agreement or the exercise of any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.
- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. **CONTRACTOR REPRESENTATIONS AND WARRANTIES:** Contractor makes each of the following representations and warranties as of the effective date of this Participation Agreement and at the time any order is placed pursuant to the above-referenced Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participation Agreement and the three (3) year period immediately preceding this Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow

differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participation Agreement and Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to this Participation Agreement.

3.6. **COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION:** Contractor shall comply with all applicable law. Prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

3.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**

- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participation Agreement, Contractor is authorized to provide only those goods and/or services set forth in the above-referenced contract category for the above-referenced Sourcewell Master Agreement as conditioned by this Participation Agreement. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other goods and/or services.
- (b) **PURCHASE ORDERS.** To utilize the Sourcewell Master Agreement, each order must include the following information and be submitted to an authorized dealer for Contractor:
 - 1. Sourcewell Master Agreement No. **032119-CNH**;
 - 2. Washington Master Contract No. **01020**;
 - 3. Purchase Order amount; and
 - 4. Purchaser's contact information (i.e., name, address, telephone number, email).
- (c) **INVOICES.** Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order. Each invoice must include the following:
 - 1. Sourcewell Master Agreement No. **032119-CNH**;
 - 2. Washington Master Contract No. **01020**;
 - 3. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);

- 4. Applicable Purchaser's order number;
- 5. Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

4. **LEASE AGREEMENTS:** The above-referenced Sourcwell Master Agreement, at Section 5.4 Pricing, enables Contractor to sell or lease equipment included within the above-referenced contract category to a Purchaser. Notwithstanding any provision to the contrary, Purchasers that are Washington state agencies must comply with rules and guidelines for capital leases established by the Washington State Treasurer's Office.

5. **PRIMARY CONTACTS:** The primary contacts for this Participation Agreement are as follows (or their named successors):

Contractor

CNH Industrial America, LLC
 DBA Case Construction
 700 State Street
 Racine, WI 53402

Attn: Tony Simpson
 Tel: 262-636-6576
 Email: tony.simpson@casece.com

State of Washington

State of Washington
 Department of Enterprise Services
 Contracts & Procurement Division
 P.O. Box 41411
 Olympia, WA 98504-1411

Attn: Ashly McBunch - Team Cypress
 Tel: (360) 407- 2889
 Email: DESContractsTeamCypress@des.wa.gov

6. **CONTRACTOR'S AUTHORIZED DISTRIBUTORS:** Contractor shall provide the goods/services through its Authorized Distributors. For purposes of the Sourcwell Master Agreement and this Participation Agreement, Contractor's Authorized Distributors for the State of Washington are those firms provided by the Vendor Contact listed on the Sourcwell website for this Sourcwell Master Agreement. Contractor shall ensure that each of its Authorized Distributors perform in accordance with the terms and conditions set forth in the Sourcwell Master Agreement and this Participation Agreement.

(a) **DIRECT PAYMENT OF ANY SUBCONTRACTORS (E.G., RESELLERS, DISTRIBUTORS, FULFILLMENT PARTNERS):** Except for subcontracts with Contractor's designated resellers/distributors/fulfillment partners ("Designated Subcontractors"), Contractor shall not subcontract, assign, or otherwise transfer its obligations under the Sourcwell Master Agreement and this Participation Agreement without Enterprise Services' prior written consent. Violation of this condition shall constitute a material breach establishing grounds for termination of this Participation Agreement.

1. **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional consent, to utilize its Designated Subcontractors to provide sales and service support to Purchasers hereunder; *provided*, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcwell Master Agreement and this Participation Agreement. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participation Agreement, and, upon request, promptly provide Enterprise Services with such list and any updates.

2. **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Sourcwell Master Agreement (including, but not limited to, insurance requirements, indemnification, Washington State business

registration, etc.) flow down to any and all Designated Subcontractors. In no event shall the existence of a subcontract between Contractor and its subcontractor operate to release or reduce Contractor's liability to Enterprise Services or any Purchaser for any breach of the Sourcewell Master Agreement or this Participation Agreement. As to Enterprise Services and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor's Designated Subcontractors.

3. PURCHASER PAYMENT REGARDING CONTRACTOR'S DESIGNATED SUBCONTRACTORS. Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Sourcewell Master Agreement and this Participation Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that, in the event any such sales or services are performed by a Designated Subcontractor for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor's identified Designated Subcontractor. Regardless of whether Contractor instructs a Purchaser to make such payment to Contractor's Designated Subcontractor, Contractor shall remain responsible for performance.
4. CONTRACT SALES REPORTING. Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Designated Subcontractor and also report total contract sales, delineated by purchaser, on a consolidated Contractor 'roll-up' basis. Contractor shall maintain records supporting such reports in accordance with the Sourcewell Master Agreement's records retention requirements.

7. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, any Order placed by a Purchaser for any good and/or service in the above-referenced contract category for the above-referenced Sourcewell Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcewell Master Agreement as conditioned by this Participation Agreement.

8. **GENERAL:**

- (a) PUBLIC INFORMATION: This Participation Agreement, all related documents, and all records created as a result of the Participation Agreement and Master Contract, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond

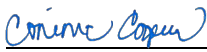
after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.


- (b) INTEGRATED AGREEMENT; MODIFICATION. This Participation Agreement and Sourcewell Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participation Agreement may not be modified except in writing signed by the Parties.
- (c) AUTHORITY. Each party to this Participation Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participation Agreement and that its execution, delivery, and performance of this Participation Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (d) ELECTRONIC SIGNATURES. A signed copy of this Participation Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participation Agreement or such other ancillary agreement for all purposes.
- (e) COUNTERPARTS. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participation Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participation Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

CNH INDUSTRIAL AMERICA, LLC DBA CASE, LLC
A DELAWARE CORPORATION

By: 
Corinna Cooper
Its: Enterprise Procurement Manager

By: 
Tony Simpson
Its: **Government Sales Manager**






01020_032119_CNH

Final Audit Report

2020-09-08

Created:	2020-09-08
By:	Ashly McBunch (Ashly.mcbunch@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARVS1NIHk_SAA4_x6hpkaUzKNIExufe4-

"01020_032119_CNH" History

-  Document created by Ashly McBunch (Ashly.mcbunch@des.wa.gov)
2020-09-08 - 6:36:54 PM GMT- IP address: 198.238.242.30
-  Document emailed to Corinna Cooper (corinna.cooper@des.wa.gov) for signature
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-  Signed document emailed to Corinna Cooper (corinna.cooper@des.wa.gov) and Ashly McBunch (Ashly.mcbunch@des.wa.gov)
2020-09-08 - 7:25:40 PM GMT



Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: CNH Industrial America LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: *Tony Simpson*

Date: *3-12-19*

No exceptions noted.





Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS,
AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: CNH Industrial America LLC

Company Address: 700 State Street

City/State/Zip: Racine, WI 53404

CAGE Code/DUNS: 00-131-5019

Contact Person: Tony Simpson

Title: Government Sales Manager

Authorized Signature:
(Name printed or typed)

Tony Simpson

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CNH

Proposer's full legal name: CNH Industrial America LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0F02A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CNH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CNH Industrial America LLC.

Authorized Signatory's Title Government Sales Manager

Tony Simpson
VENDOR AUTHORIZED SIGNATURE

Tony Simpson
(NAME PRINTED OR TYPED)

Executed on May 10th, 2019

Sourcewell Contract # 032119-CNH



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

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 members 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 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 in writing and have been included with the Proposer's RFP response.
4. 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.
5. 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. 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.

8. 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.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: CNH Industrial America LLC

Address: 700 State Street

City/State/Zip: Racine, WI 53404

Telephone Number: 262-636-6576

E-mail Address: Tony.simpson@casece.com

Authorized Signature: *Tony Simpson*

Authorized Name (printed): *Tony SIMPSON*

Title: Government Sales Manager

Date: **Notarized**

Subscribed and sworn to before me this 11 day of March, 2019 Notary

Public in and for the County of Racine State of Wisconsin

My commission expires: February 28, 2020

Signature: *Heidi Mahood*



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: CNH Industrial America LLC.

Questionnaire completed by: Tony Simpson CASE CE & Amy Swett NH CE

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30, after receipt of invoice.

- 2) 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.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. 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 the them. As our dealers are working with their customers they will determine if local agency is a SOURCEWELL member. If they need to sign-up, our dealers are educated in the application process and can help them complete the membership application. Our dealers are aware of the SOURCEWELL pricing and discount structure that needs to be passed to their customers and they will work up a quote to the SOURCEWELL 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. Agency pays dealer for purchase.

Each quarter the CNH Government Manager will run a SOURCEWELL report on all sales and pay an administration fee to SOURCEWELL.

Appendix D

- The Process Flow for SOURCEWELL orders will be structured to minimize the impact to both the sales team and our customers as indicated below:
 1. CNH Industrial brand construction equipment dealer may contact the SOURCEWELL member or potential member to pursue purchase.
Or, an SOURCEWELL member contacts the local CNH Industrial brand construction equipment dealer for SOURCEWELL contract purchase.
 2. Determine if local agency is an SOURCEWELL member.
 - a. If member – proceed.
 - b. If not a current member – assist agency with online membership application.
 3. CNH Industrial brand construction equipment dealer determines product specifications and supplies quote.
 - a. Pricing – Line Item Price List – published by CNH Industrial brands.
 4. Develop quote with:
 - a. Machine Pricing
 - b. Freight – based on FOB point of shipment
 - c. 2% Steel Surcharge if applicable
 5. Quote presented to local agency by CNH Industrial brand construction equipment dealer.
 - a. Accepted – proceed to Order Process
 - b. Denied – dealer does not proceed
 6. CNH Industrial brand construction equipment dealer places machine order.
 7. CNH Industrial brand construction equipment dealer receives machine and preps for delivery to local agency.
 8. CNH Industrial brand construction equipment dealer delivers machine to customer.
 - a. Perform operator review as needed
 - b. File warranty registration
 9. CNH Industrial brand construction equipment dealer claims SOURCEWELL credit under Program.
 10. Agency pays dealer for purchase.
 11. CNH Government manager logs SOURCEWELL sale and compiles sales report quarterly.
 12. CNH Government makes administration fee payment to SOURCEWELL quarterly.

SOURCEWELL fee will be calculated from the total quarterly end-user invoiced amount for the equipment. Freight charges or Taxes will not be used in this calculation. CNH agrees to pay SOURCEWELL a 0.75% contract fee. All SOURCEWELL sales will go thru the local CNH Industrial construction equipment brand dealer, spending the local tax dollars with the local businesses, enabling the profits to stay within your communities/counties.

- 4) 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.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Case CE Warranty**The Case Warranty**

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ^{5, 6}	12 Months / Unlimited Hours 24 Months / 2000 Hours
LOADER BACKHOES - N SERIES ^{2, 5}	12 Months / Unlimited Hours
TRACTOR LOADERS / FORKLIFTS ⁵	12 Months / Unlimited Hours
COMPACT EXCAVATORS CX-B SERIES ⁵	12 Months / 1000 Hours
COMPACT EXCAVATOR CX-C SERIES ⁵	24 Months / 3000 Hours
COMPACT WHEEL LOADERS ¹	12 Months / Unlimited Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM ¹	12 Months / Unlimited Hours
WHEEL LOADERS ^{4, 5}	12 Months / Unlimited Hours
MOTOR GRADERS ^{4, 5}	12 Months / Unlimited Hours
EXCAVATORS ^{3, 4, 5}	12 Months / 1800 Hours
CRAWLER DOZERS ^{4, 5}	12 Months / Unlimited Hours

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or reestablish the warranty.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

New Holland CE Warranty**The NHCE Warranty**

The NHCE Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "NHCE". This warranty is for NHCE products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

Appendix D

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ³	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS ¹	12 Months / Unlimited Hours
LOADER BACKHOES / TRACTOR LOADERS	12 Months / Unlimited Hours
WHEEL LOADERS	12 Months / Unlimited Hours
COMPACT WHEEL LOADERS	12 Months / Unlimited Hours
MOTOR GRADERS ¹	12 Months / Unlimited Hours
EXCAVATORS ²	12 Months / 2000 Hours
COMPACT EXCAVATORS E-B Series ¹	12 Months / Unlimited Hours
COMPACT EXCAVATORS E-C Series ¹	24 Months / 3000 Hours
TELESCOPIC HANDLERS	12 Months / Unlimited Hours
SEVERE APPLICATIONS (for all of the above)	6 Months / 1000 Hours

1) Engine coverage is provided by directly by the engine manufacturer.

2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments.

3) Second year machine warranty coverage 24 months / 2000 hours

Definition of Severe Application: Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills. Misrepresenting the application in which the product will be used on the Warranty Registration, will void Warranty.

Operator's Manual / Warranty Receipt Verification

The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product. YES / NO

The selling dealer explained safety precautions to me. YES / NO

The selling dealer explained the warranty terms and coverage to me. YES / NO

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES / NO

I wish to be part of future NHCE communications, offers or events. YES / NO

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, NHCE will pay parts and labor costs to repair the defect if the services are performed by an authorized NHCE dealer at the dealer's location. If parts are needed during the repair, NHCE will, at its option, use genuine NHCE new or remanufactured parts. NHCE replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the NHCE Replacement Parts Warranty, whichever is longer.

NHCE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The NHCE Warranty is limited to the written terms in this document. NHCE does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any NHCE product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or reestablish the warranty.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a NHCE dealer, at the direction of NHCE, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The NHCE Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. **CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer.** Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us> This tool will help the customer to identify the cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/3,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

Full description of warranty is provided in the brand's Warranty Statements – Please see “Warranty” attachment



CASE CE Warranty
2019.pdf



New Holland CE
Warranty 2019.pdf



CASE CE
ProCare.pdf

- 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.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Standard Warranty is subject to one full year as described in brand's Warranty Statements – Please see “Warranty” attachment for additional restrictions. Case Construction also provides a 3 year/3,000 hours warranty on new heavy machine orders. Please see ProCare attachment.

- Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?

No. The warranty repair or replacement must be made at the dealer location as described in brands’ Warranty Statements– Please see “Warranty” attachments.

- Are there any geographic regions of the United States 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 brand construction equipment dealers warranty repair centers are available in all geographic regions of the US and Canada. Sourcewell members will work with their local dealer for warranty repairs.

- 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?

If it’s a wholegood that is branded by CNH Brands, then it’s warrantied by CNH Industrial.

- What are your proposed exchange and return programs and policies?

If the equipment has a warranty issue, then it will be covered under the CNH Industrial warranty program. CNH Industrial equipment (dozers, Tractor loader backhoes, etc.) are not exchanged or returned. If the unit has an issue, our dealer network will service the units.

6) Describe any service contract options for the items included in your proposal.

All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer. Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the savings of cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/3,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchased Protection Plan.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

CNH Industrial's two construction equipment brands (Case, New Holland,) are offering a comprehensive solution of productivity enhancing construction equipment products including:

- Tractor loader backhoes – heavy equipment vehicle that consists of a tractor like unit fitted with a loader
- Crawler dozers – Powerful tracked machines that use a variety of front mounted blades to move material
- Motor graders – Machines used in excavation and precision finishing for the final shaping where pavement will be laid
- Compaction – Machine that reduces air and water particles as the roller moves over the area
- Rough terrain forklifts – Equipment used to lift material over a surface
- Wheel loaders – Equipment that moves material from stockpiles to trucks
- Compact wheel loaders – Equipment designed to move in small areas to move material
- Excavators – Equipment used to dig or move large objects
- Mini and midi excavators – Used to dig close to walls where the larger excavators can maneuver
- Skid steers - Small rigid frame with lift arms used to attach a wide variety of labor saving tools or attachments
- Compact track loaders – These are essentially Skid steer loaders with high-flotation rubber tracks, allowing these machines to work in poor underfoot conditions and on sensitive surfaces.

All are supported by CNH Genuine Parts to meet the needs of governmental buyers. Please refer to attached equipment descriptions.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The pricing model is based on the standard List Price and Discount from List. Please see below for the full discount matrices. Each construction brand has its own discount matrix. Freight for SOURCEWELL members is FOB CNH North America plant or import distribution point. In order to determine total price, the CNH branded construction equipment dealer will utilize the Price List and add the Freight, Surcharge, and any prep fee to the quote.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our proposed discounts range by model 25%-38% off MSRP

10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

CNH Industrial does not offer a volume program or rebate programs, but our CNH Industrial dealers are authorized, at the dealer's discretion, to provide additional discounts at the local level.

12) 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 / products and / or related services will be "Open Market". We will provide a quote for each such request. CNH America Industrial LLC dealers, at the dealer's discretion, may provide additional discounts at the local level.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Our dealer network will charge freight, pre-delivery inspection, equipment set up, and a steel surcharge will be added to the purchase price if applicable as a separate line item.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Equipment is FOB factory. SOURCEWELL members will be extended the CNH Industrial subsidized dealer freight costs.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

The same shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska and Hawaii.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

CNH Industrial has over 1,000 dealer locations in the United States and Canada to serve the agencies distribution and service needs.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.

The dealer is required to submit the purchase order with the serial number of the machine sold to the Government Account Manager. Government Account Manager receives the PO and serial number for verification of membership and pricing. Dealer will receive an Authorization and settles unit. A quarterly report is then generated for all SOURCEWELL sales.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

CNH Industrial agrees to pay SOURCEWELL a 0.75% contract fee on

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

All US and Canadian manufacturing locations are ISO 14001, ISO 50001, and OSHA 18001 certified. Please see the attached certifications.

20) Describe any environmental management system certifications obtained by your organization.

All US and Canadian manufacturing locations are ISO 14001, ISO 50001, and OSHA 18001 certified. Please see the attached certifications.

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

With CASE CE 3-year/3000-hr planned maintenance, which comes standard on all heavy equipment, you get a fixed price for future work that's tailored to your specific needs. This makes budgeting and tracking maintenance a breeze.

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchased Protection Plan.

With your Planned Maintenance Agreement, you'll be able to:

- Identify problems and repair them before failure occurs
- Decrease downtime
- Improve resale value thanks to well-documented maintenance work
- Reduce your overall cost of ownership
- Improve your fuel economy

Signature: _____

Tony Simpson

Date: _____

3-12-19

AMENDMENT #1 TO CONTRACT #032119-CNH

This Amendment is by and between **Sourcewell** and **CNH Industrial America LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as “Parties.”

Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P – Question #6 in the Vendor’s Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

RESPONSE: All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer. Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the savings of cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/2,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchase Protection Plan.

3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/23/2019 | 4:10 PM CDT

CNH Industrial America LLC

DocuSigned by:
By: Tony Simpson
Authorized Signature

Tony Simpson
Name – Printed

Title: Government Sales Manager

Date: 9/23/2019 | 3:22 PM CDT

APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 9/23/2019 | 4:16 PM CDT



CONTRACT EXTENSION

Contract Number: #032119-CNH

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America, LLC, 700 State St., Racine, WI 53404 have entered into Contract #032119-CNH for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

CNH Industrial America, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/1/2022 | 1:50 PM CST

DocuSigned by:
Tony Simpson
By: E3073385CE5346D...
Tony Simpson
Title: Government Sales
Date: 12/2/2022 | 8:59 AM CST