



## AGENDA

### PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 14, 2026 at 4:00 PM  
Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

**A. Call to Order**

**B. Approval of Minutes**

**C. Public Comment**

**D. New Business**

1. Professional Services Agreement with Carollo Engineers for the Completion of an Iron Removal Pilot Study for the Water Treatment Plant
2. Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project
3. Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance
4. Purchase of a Case 721 G End Loader from McCann Industries of Addison, IL — Sourcewell Cooperative Purchasing Contract # 011723-CNH and Bid Waiver
5. Change order for 53rd Street and Flagg Creek Watermain Project

**E. Other Business**

1. Water Treatment Plant Five Year Capital Improvement Plan

**F. Schedule Next Committee Meeting**

**G. Adjournment**

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, please email [accommodations@wsprings.com](mailto:accommodations@wsprings.com) or contact Jill Izzo at 708-246-1800, extension 127.



## AGENDA ITEM SUMMARY

### PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 14, 2026

#### AGENDA ITEM D.1.

**To:** Public Works and Water Committee

**From:** Matthew Supert, Director of Municipal Services, Ronald Derengowski, Water Plant Superintendent

**CC:** Ellen Baer, Village Manager

**RE:** Professional Services Agreement with Carollo Engineers for the Completion of an Iron Removal Pilot Study for the Water Treatment Plant

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#### Recommendation

Recommendation to bring forward to the Board a contract with Carollo Engineers and waive the bid process to perform engineering, testing and design services with the pilot study for the replacement of the Amiad iron removal filtering system not to exceed an amount of \$214,464.00

#### Summary

In May 2025, Western Springs conducted a comprehensive condition assessment of the Village's water supply. The analysis highlighted the need for the replacement of the Amiad Iron Removal System at the water treatment plant. Although the filtering units are operational and with a predicted end service life in 2033, it was determined that they are classified as an operational risk due to limited local vendor support and the long lead times for replacement, as the parts are manufactured and sourced from Israel. The report from Carollo Engineers recommended a proactive approach in the replacement with a simpler, locally supported, and more maintainable system with an anticipated cost of ranging from approximately \$2.0 - \$4.4 million. This improvement will improve operational efficacy, minimize downtime risks, and support long-term reliability and safety in the operations of treatment of water.

The Village Board approved a \$200,000 study to be completed in 2026 to complete a pilot study of alternative iron removal pre-treatment equipment to determine which manufacturer and filter configuration will be required to meet or exceed current operations. The Pilot Study will compare two manufacturers that are recommended by Carollo.

The design for the alternative replacement and treatment will take into account current space limitations, hydraulic conditions, the required filter efficiency to remove particulates, and the flow rates related to operation. A replacement iron removal system needs to perform at least equal, or better, with automatic self-cleaning filters. Carollo identified two manufacturers to compare for pilot testing; Forsta and Tekleen, that are comparable to the current structure of operations. These units are capable for high production applications, stacked vertically to minimize space constraints, and enable the units to be taken offline for

maintenance or inspection without interrupting production. The pilot test for each unit will last three months in length with the intent to begin pilot testing in June and have it completed by the end of 2026. Final selection and recommendation will be based on pilot testing results, site-specific operational considerations, and project funding priorities.

Attached for the Committee's review is a proposal from Carollo Engineers to complete the pilot testing and evaluation program. The cost for the engineering evaluation is \$182,064.00 with an additional cost of \$32,400.00 for rental and installation of the filter equipment, bringing the total proposal to an amount of \$214,464.00

**Financial Impact**

Fund: Water Fund  
Account: 4302510 50331  
Budget: \$200,000.00  
Amount: \$214,464.00

**Recommended Motion**

I move forward the recommendation to bring forward to the Board a contract with Carollo Engineers and to waive the bid process for the engineering, testing, and design associated with a pilot study not to exceed an amount of \$214,464.00 in the determination for the replacement of the Amaid iron filtering system.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

- 1. 1. Engineering Services Proposal - Carollo - April 2026
- 2. 2. Cert of Insurance - Village of Western Springs-Cert 25-26
- 3. 4. Quotation - Forsta Q35145 (1)
- 4. 5. Quotation - TEKLEEN QT088036 - Western Springs MTF2 Pilot



April 10, 2026

Mr. Matthew Supert, Director of Municipal Services  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, Illinois 60558

Subject: Proposal for Western Springs Water Treatment Plant Alternative Filtration Pilot Study

Dear Mr. Supert:

Carollo Engineers (Carollo) is pleased to submit this proposal to the Village of Western Springs (Western Springs) to complete a pilot study at the municipal water treatment plant (WTP). The pilot will evaluate two alternative filtration systems as potential replacement for the existing Amiad AMF Microfiber Filters. This proposal summarizes the planned pilot methodology and execution approach and presents the estimated fees (inclusive of on-site support, hourly rates, disbursements) along with a preliminary schedule for completing the work.

## Project Background

Western Springs provides drinking water to approximately 13,300 residents. Its water production infrastructure includes four groundwater wells, a central treatment plant, and three storage tanks. In 2013, Western Springs completed a major treatment plant upgrade, transitioning from a lime softening process to a low-pressure reverse osmosis (LPRO) process that included iron removal, cartridge (membrane) filtration, and the LPRO treatment units.

Since the transition, Western Springs has encountered persistent challenges in operating and maintaining the iron removal system, an Amiad Water Systems Model AMF-370K. These challenges are primarily related to limited domestic support and extended lead times for replacement parts, as Amiad's manufacturing and support operations are based in Israel. Concerns have also been raised about treatment performance, particularly for Well No. 3, where downstream cartridge filters require frequent replacement, suggesting the current system may not be achieving consistent iron removal. In addition, previous pilot work completed in 2008 did not include dissolved iron analysis for Wells 3 and 4. The proposed pilot study will therefore include additional testing to better characterize iron removal performance and support evaluation of replacement filtration systems.

Given the issues with the Amiad filters, Western Springs has decided to replace the Amiad filters with a filtration system of equal performance from an equipment supplier that can provide local support. Recently, Carollo completed an assessment of suitable replacements for the Amiad filters and identified two filter options:

1. Forsta Low Pressure Series D8-LP180X10 Sintered Filter.
2. Tekleen ABW4-XLP Sintered Filter.

In order to better assess the performance and design specifications for each alternative filter system, Carollo recommends that Western Springs undertake a pilot study prior to procuring a replacement for the Amiad filter. The following proposal outlines Carollo's approach and fee estimate for completing the on-site pilot study.

## Carollo Project Team

Team Member - Role	Biography
<b>Justin Rak-Banville, M.Sc., MBA, P.Eng., P.Chem., EP.</b> <i>Client Service Manager</i>	A Professional Engineer with 15+ years of experience in water treatment across Canada and the U.S. As Client Service Manager, Justin focuses on clear client communication, alignment with project goals and expectations, and senior level QA/QC support for key deliverables.
<b>Ray Theiler, PE</b> <i>Project Manager</i>	Ray is a Project Manager and Process Engineer with extensive experience in water planning, design, and inspections of public works projects involving water supply, storage, and treatment. Ray will serve as the Project Manager for the pilot study and will be the main point of contact for Western Springs. As PM, Ray will oversee the overall project delivery, inclusive of project planning, execution, and financial control, as well as coordination of the Project Team.
<b>Charles Goss, PhD, PMP, P.Chem.</b> <i>Technical Lead/Senior Scientist</i>	Charles is a Senior Scientist and Water Quality Specialist with over 10 years of experience in water treatment system design, pilot testing, and process optimization. As Technical Lead, Charles will oversee the development and execution of the pilot study program, including pilot system integration, interpreting water quality data, coordinating with contractors and equipment suppliers, and leading the preparation of all technical deliverables.
<b>George Kontos, M.Sc.</b> <i>Staff Professional</i>	George is a Staff Professional with experience in water and wastewater system design. George is a resident of the Chicago area and will serve as Carollo's local representative for Western Springs. Given his proximity to Western Springs, George will undertake monthly site visits and participate in commissioning and training of the pilot systems. George will be supported by both Ray and Charles for the duration of the study.

## General Pilot System Arrangement

Carollo proposes piloting each of the two alternative filter systems on site for 3 months, for a total of 6 months of on-site piloting. Due to space constraints at the Western Springs WTP, the pilot units would be smaller-scale models that have the same specifications as the full-size Forsta Low Pressure Series D8-LP180X10 Sintered Filter and the Tekleen ABW4-XLP Sintered Filter. The Forsta pilot system will be tested first, followed by the Tekleen pilot system, reflecting current equipment lead times and planned pilot sequencing.

The two smaller filters proposed for onsite piloting are:

1. Forsta M190 2-micrometer ( $\mu\text{m}$ ) Sintered Filter.
2. Tekleen MTF2 2- $\mu\text{m}$  Sintered Filter.

Both pilot systems are equipped with automatic backwash controllers, pressure valves, and Type NEMA 4 enclosures.

## Contemplated Installation

Based on discussions with the Village, Carollo has conceptually evaluated three pilot installation approaches to support integration of the pilot filter systems into the existing plant from both a process flow and controls

perspective. The contemplated approaches reflect increasing levels of instrumentation, automation, and control integration, progressing from a simple manually operated setup to a more fully automated arrangement. As the level of control increases, the installation becomes more costly and more complex, but it also provides improved operability, reduced manual operator involvement, and better alignment with plant status and control logic.

In addition to general operability, the contemplated level of flow control is important to the pilot program because the pilot systems must be operated at representative flow conditions to verify screen performance at the target micron sizes. Based on supplier information, the Tekleen MTF2-A and Forsta M1-90 units have different rated flow capacities at the 2 µm and 10 µm screen sizes, and thus the proposed installation approach must provide a practical means to establish, monitor, and adjust pilot flow so that operation at the applicable target flow rates can be confirmed during testing.

The three contemplated installation approaches are summarized below:

1. Option 1 (\$): Manual feed isolation, manual flow adjustment and monitoring, and basic backwash totalization. Lowest installation complexity, but requires full operator intervention for startup, shutdown, and flow adjustment.
2. Option 2 (\$\$): Automated feed valve with manual flow control and monitoring, and basic backwash totalization. Moderate controls integration required that links pilot feed valve operation to existing feed pump status while retaining manual adjustment of pilot flow.
3. Option 3 (\$\$\$\$): Fully integrated automated control using 4–20 mA-based flow monitoring and control, automated valve operation, PLC & HMI interfacing, online data logging, and basic backwash totalization. Highest cost and complexity, but provides the greatest level of control and operational refinement.

Table 1 summarizes the vendor-reported pilot flow ranges for the contemplated screen sizes and illustrates why the level of installation control is an important consideration for the pilot setup.

Table 1 Pilot Filter Flow Rates

Filter	Flow Requirements		
	2 µm Screen	10 µm Screen	Max Flow
Forsta M1-90	10 gpm	20 to 30 gpm	100 gpm
Tekleen MTF2-A	15 to 20 gpm	40 gpm	75 gpm

Figure 1 presents a conceptual sketch of the proposed pilot installation arrangement developed based on the currently available information regarding process flow, pilot objectives, and anticipated controls integration. The sketch is intended to provide the general layout, potential tie-in points, and operating concept and does not represent a final installation design. Following Notice to Proceed, Carollo will refine the arrangement in consultation with Western Springs during the site review phase, incorporating observations from the site visit and input from plant staff related to piping, drainage, electrical, controls, access, and day-to-day operability.

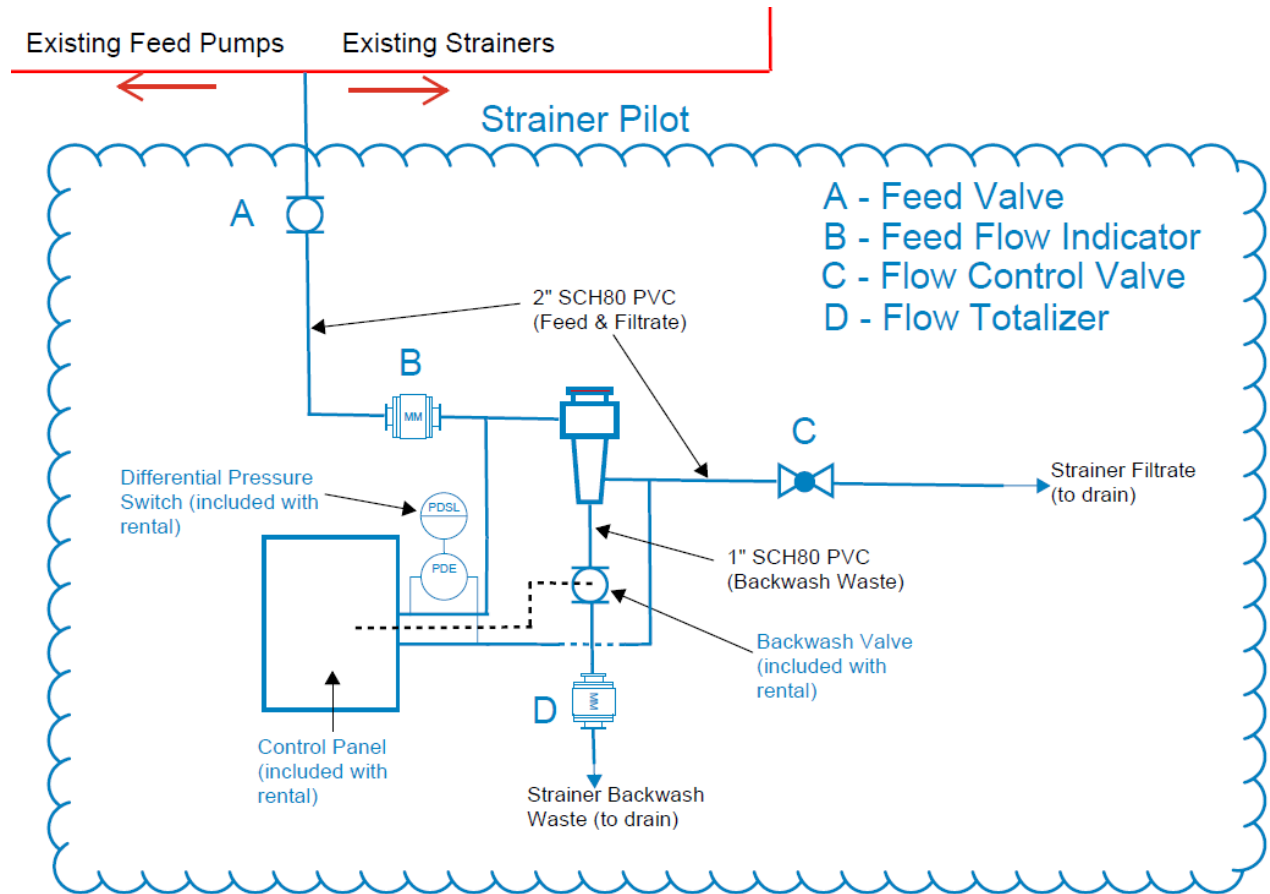


Figure 1      Contemplated Pilot Filter Installation Arrangement

## Scope of Services

### Task 100 Project Management

Provide overall coordination, communication, and control to ensure the project is delivered in accordance with the approved scope, schedule, and budget.

#### 110 Project Initiation

- .1 Conduct 1-hour project kickoff meeting (virtual)
- .2 Confirm project objectives, scope, and success criteria
- .3 Establish communication protocols and points of contact
- .4 Develop baseline project schedule and milestones
- .5 Establish document control and file management procedures

#### 120 Project Monitoring and Control

- .1 Track progress against scope, schedule, and budget
- .2 Coordination with Western Springs Project Manager and plant staff
- .3 Conduct monthly project update meetings (six meetings assumed)
- .4 Maintain action, decision, and change logs
- .5 Identify and manage project risks and mitigation measures

#### 130 Project Closeout

- .1 Confirm completion of all scope items and deliverables
- .2 Conduct project closeout meeting
- .3 Finalize and submit all project deliverables
- .4 Archive project records and documentation

### Task 200 –Methodology, System Procurement, Installation and Commissioning

As part of the initial phase of the pilot study, Carollo will complete a preliminary site review to confirm the preferred pilot system location within the water treatment plant and identify the requirements for inlet and outlet piping connections, drainage, power supply, access, and general operability. This effort may be completed through a combination of document review, virtual coordination with Village staff, and a focused site visit, as appropriate. Information developed during this phase will form the basis of the technical memorandum deliverables documenting pilot methodology, installation requirements, and operating guidance.

Carollo will prepare two technical memorandums, one for each pilot system, documenting the proposed pilot methodology and the installation and operating requirements for the pilot setups. Each technical memorandum will include installation guidance and supporting drawings, along with the water quality sampling and testing

program to be carried out by Western Springs operations staff during the pilot study. In addition to routine pilot sampling, Village staff will record Amiad feed pressure data before, during, and after backwash cycles for Wells 3 and 4 to support evaluation of existing system pressure fluctuations and operating conditions. Dissolved metals samples are assumed to be collected unfiltered, raw, and unpreserved and delivered to the laboratory for filtration and preservation in accordance with the laboratory’s protocol.

Carollo will support Western Springs with procurement of the pilot systems from Forsta and Tekleen, coordinate with the equipment suppliers on delivery and startup requirements and confirm appropriate operator training is provided. Following installation, Carollo will support commissioning of each pilot system to verify the equipment has been installed properly and is operating in general accordance with the intended pilot objectives.

**Task 300 – Piloting Support**

Carollo will provide technical support during active piloting, including periodic site visits, review of operating data and water quality results, response to questions from Western Springs staff, and discussion of key observations during monthly project update meetings. Western Springs operations staff will remain responsible for day-to-day operation of the pilot systems and routine on-site testing throughout the piloting period. Support beyond the scope described in this proposal will be addressed through a written change request for approval.

**Task 400 – Reporting**

Following completion of the on-site piloting phase, Carollo will submit a Pilot Study Report which will outline the key piloting results and findings for each of the two alternative filters. The Pilot Study Report will also include updated filter design specifications and conceptual layout for the recommended alternative filter. Lastly, Carollo will provide Western Springs with a Class 3 cost estimate (-20% to +30%), as outlined in AACE International *Recommended Practice No. 18R-97: Cost Estimate Classification System – As Applied in Engineering, Procurement, and Construction for the Process Industries*, for completing the full-scale replacement of the Amiad filter system with the recommended alternative filter.

Carollo will submit a draft copy of the Piloting Study Report to Western Springs for review and comment. After receiving review comments from Western Springs, Carollo will prepare and submit the final Pilot Study Report.

Table 2 Project Responsibilities

Item	Description
Western Springs Responsibilities	Western Springs staff will provide day-to-day operation of the pilot systems during active piloting, complete routine on-site water quality testing and sample collection identified in the pilot methodology, record operating data, and support site access, receiving, and coordination for installation activities. Western Springs will also arrange and pay for contractor work required for pilot system installation, including piping, valving, electrical connections, flow measurement, and related appurtenances.
Carollo Pilot Support Responsibilities	Carollo will develop the pilot methodology, coordinate procurement and delivery of the pilot systems, support startup and commissioning, conduct periodic site visits during active piloting, review operating data and laboratory results, provide technical support to Western Springs staff, facilitate project update meetings, and prepare the final pilot study report with recommendations.

Table 3 Proposed Project Deliverables

Electronic Submissions	Project Deliverables
Task 100 – Project Management	<ul style="list-style-type: none"> <li>▪ Meeting minutes and agendas.</li> <li>▪ Monthly invoices.</li> </ul>
Task 200 –Methodology, System Procurement, Installation and Commissioning	<ul style="list-style-type: none"> <li>▪ Technical Memorandum 1 (Forsta)</li> <li>▪ Technical Memorandum 2 (Tekleen)</li> </ul>
Task 300 – Piloting Support	<ul style="list-style-type: none"> <li>▪ No formal deliverables</li> </ul>
Task 400 - Reporting	<ul style="list-style-type: none"> <li>▪ Pilot Study Draft Report</li> <li>▪ Pilot Study Final Report</li> </ul>

## Schedule

Carollo proposes two 3-month pilot periods, one for each alternative filter system, for a total of approximately 6 months of on-site piloting. Western Springs has indicated that Well No. 3 and Well No. 4 may be taken offline during 2026 for maintenance or repair, which may affect when the pilot systems can operate. Accordingly, the schedule presented in Table 1 is provided relative to Notice to Proceed (NTP) and should be considered preliminary. Final milestone dates will be confirmed with Western Springs following coordination on well outage windows, equipment availability, and installation timing.

Table 4 Proposed Tentative Schedule

Milestones	Relative Completion
Notice to Proceed	NTP
Project Initiation and Kick-off Meeting	Within 1 week of NTP
Pilot System No. 1 Procurement and Piloting Methodology ( <b>Deliverable TM 1</b> )	+ 6 weeks
Installation, Commissioning and Training (Pilot System No. 1 - Forsta)	+ 2 months
3-month Onsite Piloting (Pilot System No. 1 - Forsta)	+ 5 months
Pilot System No. 2 Procurement and Piloting Methodology ( <b>Deliverable TM 2</b> )	+ 4 months
Installation, Commissioning and Training (Pilot System No. 2 - Tekleen)	+ 5 months
3-month Onsite Piloting (Pilot System No. 2 - Tekleen)	+ 8 months
Draft Final Report Preparation and Submission	+ 9 months <sup>1</sup>
Final Report Submission	+ 10 months

Notes:

(1) Assumes 2-week client review period.

The schedule above is based on cumulative completion milestones from NTP. To maintain overall schedule efficiency, activities related to Pilot System No. 2, including procurement and methodology development, are expected to overlap with the latter portion of Pilot System No. 1. Actual timing will be refined in coordination with Western Springs based on equipment availability and the planned maintenance or outage periods for Well No. 3 and Well No. 4.

## Fee Estimate

The estimated labor fee for the above project is \$170,153, excluding applicable fees and tax, on a **fixed fee** basis. Additionally, a fee of \$11,911 has been included for other direct costs for travel expenses and per diem (Table 2). A detailed task matrix is appended to this proposal.

Table 5 **Carollo Fixed Fee**

Item	Total Fee Estimate (USD)
Carollo Engineering	\$170,153
Other Direct Costs for travel and per diem	\$11,911
<b>Total Estimated Fees (excluding applicable tax)</b>	<b>\$182,064</b>

The costs for renting, shipping, and installing the pilot filters, including any ancillary equipment or materials required to operate the pilot systems, and costs associated with third-party laboratory testing, are not included in the fixed fee presented in Table 2 and will be billed separately as project-related pass-through costs.

## Pilot Equipment Contracting and Administration

To align contractual responsibility with day-to-day site control, Western Springs will execute the pilot equipment rental agreements directly with the equipment suppliers and remain the contracting party for the rented equipment. This reflects that the pilot systems will be installed at the Western Springs site and operated by Village staff as part of normal plant activities. For administrative convenience, Carollo will support procurement coordination, including supplier communications, delivery planning, startup coordination, and invoice administration.

Where preferred by Western Springs, Carollo may advance approved supplier costs and recover those amounts through Carollo's monthly invoices as pass-through project costs, allowing for a simplified invoicing interface while maintaining appropriate alignment between equipment responsibility and site control. Western Springs will remain responsible for site receiving, day-to-day custody and operation of the pilot equipment, and contract work associated with installation, including piping, valving, electrical connections, flow measurement, and related appurtenances. Carollo's role will be limited to procurement coordination, commissioning support, and technical oversight during the pilot program.

Based on the contracting, payment, and installation approach preferred by Western Springs, Table 3 provides an approximation of the third-party and pass-through costs associated with pilot equipment rental, shipping, installation, and laboratory testing.

Table 6 Estimated Third-Party/Project Costs

Item	Approximate Fees
3-Month Pilot Rental (Tekleen)	\$2,500
3-Month Pilot Rental (Forsta)	\$2,500
Pilot System Installation (e.g., electrical connections, piping, valving, flowmeter, etc.)	\$25,000
3rd Party Laboratory Fees (based on weekly total and dissolved metal samples for 6 months)	\$1,500
0.45 µm syringe filters for daily onsite dissolved metals testing (pack of 1000)	\$900
<b>Estimated Additional Fees</b>	<b>\$32,400</b>

The third-party and pass-through costs presented in Table 3 are preliminary and will be refined as procurement discussions are completed and installation requirements are confirmed. Should those costs vary from current assumptions, Carollo will review the implications with Western Springs and, if needed, work collaboratively to identify reasonable scope adjustments that align with the Village’s budget and project priorities while preserving the key objectives of the pilot study.

Table 7 Estimated Total Pilot Budget

Cost Items	Approximate Fees
Carollo Fixed Fee	\$182,064
Estimated Third-Party/Project Costs	\$32,400
<b>Total Pilot Budget (excluding applicable tax)</b>	<b>\$214,464</b>

### Assumptions

- All deliverables will be submitted electronically in PDF format.
- Western Springs will provide review comments electronically in one consolidated set per deliverable.
- Permit fees, if required, will be the responsibility of Western Springs.
- Work outside the scope of this proposal will be addressed through a written change request and completed only after approval by Western Springs.
- Dissolved metals samples are assumed to be collected raw, unfiltered, and unpreserved and delivered to the laboratory for filtration and preservation in accordance with the laboratory’s protocol.
- Western Springs operations staff will carry out day-to-day operation of the pilot systems and routine on-site water quality testing during active piloting.

### General Conditions

- Carollo may rely on studies, reports, data, and services provided by Western Springs or others in performing the services under this proposal.
- Documents prepared by Carollo are intended solely for this project and are not to be reused for other purposes without Carollo’s written concurrence.

Mr. Matthew Supert, Director of Municipal Services  
Village of Western Springs  
April 10, 2026

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- Opinions of cost, schedule, and similar projections are based on information available at the time of preparation and may vary due to market conditions, third-party performance, site conditions, operating practices, or other factors outside Carollo's control.
- Services performed under this proposal are for the benefit of Western Springs only, and no third party may rely upon them.
- Carollo will perform its services consistent with the standard of care ordinarily exercised by consultants performing similar services under similar circumstances in the state where the project is located.

### Closing Remarks

On behalf of Carollo, thank you for the opportunity to submit this proposal to the Village of Western Springs for the alternative filtration pilot study. We appreciate the opportunity to support the Village in evaluating replacement filtration options and developing a practical path forward for the facility. If you have any questions or would like to discuss the proposed scope, schedule, or fees, please contact us directly.

Sincerely,  
Carollo ENGINEERS, INC.



Justin Rak-Banville, M.Sc., MBA, P.Eng., P.Chem., EP.  
Client Service Manager  
Carollo Engineers Canada, Ltd.



Ray Theiler, PE  
Project Manager  
Carollo Engineers, Inc.

Attachment: Detailed Task Matrix

Detailed Task Fee Breakdown												
Task	Personnel	Carollo	Carollo	Carollo	Carollo	Carollo	Carollo	Total Hours	Total Labour Cost	Other Direct Costs	Total Hours	Total Fees
		Category	Category	Category	Category	Category	Category					
		Justin Rak-Banville Client Service Manager	Ray Theiler Project Manager	Charles Goss Technical Lead	George Kontos Staff Professional	Drafting	Document Processing					
		Hourly Rates	\$316	\$283	\$283	\$233	\$170					
Location Category	US	US	US	US	US	US						
Category	Supervising Professional	Senior Professional	Senior Professional	Staff Professional	CAD Drafter	Document Processor I						
<b>Task 100 - Project Management</b>	<b>5</b>	<b>33</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>70</b>	<b>\$19,975</b>	<b>\$1,398</b>	<b>70</b>	<b>\$21,373</b>	
110 Project Initiation	1	5	1				7	\$2,014	\$141	7	\$2,155	
120 Project Admin, Monitoring, and Controls	2	20	6				28	\$7,990	\$559	28	\$8,549	
130 Project Closure	2	8	25				35	\$9,971	\$698	35	\$10,669	
<b>Task 200 – Pilot Methodology, Pilot System Procurement, Installation and Commissioning</b>	<b>4</b>	<b>72</b>	<b>136</b>	<b>38</b>	<b>12</b>	<b>20</b>	<b>282</b>	<b>\$74,322</b>	<b>\$5,203</b>	<b>282</b>	<b>\$79,525</b>	
210 Preliminary Site Investigation		16	16				32	\$9,056	\$634	32	\$9,690	
220 Pilot System Procurement Support		8	12				20	\$5,660	\$396	20	\$6,056	
230 Pilot Study Methodology Development		8	24	8	12	8	60	\$14,280	\$1,000	60	\$15,280	
240 On-site for Pilot System Commissioning and Training		24	24				48	\$13,584	\$951	48	\$14,535	
250 Preparation and submission of TM 1 and TM 2	4	16	60	30		12	122	\$31,742	\$2,222	122	\$33,964	
<b>Task 300 – Piloting Support</b>	<b>0</b>	<b>8</b>	<b>12</b>	<b>96</b>	<b>0</b>	<b>0</b>	<b>116</b>	<b>\$28,028</b>	<b>\$1,962</b>	<b>116</b>	<b>\$29,990</b>	
Bi-weekly site visit (assumed 16 site visits)		8	12	96			116	\$28,028	\$1,962	116	\$29,990	
<b>Task 400 – Reporting</b>	<b>4</b>	<b>16</b>	<b>92</b>	<b>40</b>	<b>16</b>	<b>24</b>	<b>192</b>	<b>\$47,828</b>	<b>\$3,348</b>	<b>192</b>	<b>\$51,176</b>	
Prepare and submit DRAFT Pilot Study Report for client review	4	12	80	40	16	16	168	\$41,980	\$2,939	168	\$44,919	
Prepare and submit FINAL Pilot Study Report		4	12			8	24	\$5,848	\$409	24	\$6,257	
<b>TOTAL</b>	<b>13</b>	<b>129</b>	<b>272</b>	<b>174</b>	<b>28</b>	<b>44</b>	<b>660</b>	<b>\$170,153</b>	<b>\$11,911</b>	<b>660</b>	<b>\$182,064</b>	



Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium.

POLICY NUMBER: 0313-9010

**ENDORSEMENT**

**NOTICE OF CANCELLATION TO DESIGNATED ENTITY(IES)**

Policy No. 0313-9010  
Issued to Carollo Engineers, Inc.  
Issued by Allied World Surplus Lines Insurance Company

In consideration of the premium charged, it is hereby agreed that Section VIII. CONDITIONS, Subsection H. is amended to include the following:

In the event of cancellation or non-renewal of this Policy, the **Company** will provide a thirty-day notice to the entity with whom the **Named Insured** has agreed, pursuant to a prior written contract, to provide to such entity with a notice of cancellation or non-renewal. Provided, however, that in the event of cancellation for non-payment of premium, the **Company** shall provide to such entity a ten-day notice of cancellation before the effective date of cancellation.

In addition, in the event of a reduction in the Limits of Liability of this Policy not resulting from payment of **Damages** or **Defense Expenses**, the **Company** will provide a sixty-day notice to the entity with whom the **Named Insured** has agreed with, pursuant to a prior written contract, to provide such entity with a notice of such reduction in limits.

As a condition precedent to providing the notices specified above, the **Named Insured** will provide the **Company**, within ten (10) business days of the **Company's** request, the names and addresses of the entities with whom the **Named Insured** agreed to provide the notices specified above. In the event the **Named Insured** omits or fails to provide the foregoing information, the **Company** shall not provide such notices.

The **Company's** failure to provide such notices will not extend the Policy cancellation date, negate cancellation, non-renewal or reduction in limits, of this Policy. Nor shall such failure be cause for legal action against the **Company**.

All other terms, conditions and limitations of this Policy shall remain unchanged.

CEI Manu (06/23)

POLICY NUMBER: BAP 9730571

## Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

#### Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s): _	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured_	30

All other terms and conditions of this policy remain unchanged.

U-CA-811-A CW (05/10)

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POLICY NUMBER: GLO 9730569

# Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part  
Liquor Liability Coverage Part  
Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
  - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  - 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
  - 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
  - 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>All certificate holders where notice of cancellation is required by written contract with the Named Insured</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.

**NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR  
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

**SCHEDULE**

<b>Name and Address of Other Person(s)/Organizations:</b>	All Certificate holders where notice of cancellation is required by written contract with the Named
<b>Number of Days Notice:</b>	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Policy No. WC 9730570

Insured CAROLLO ENGINEERS, INC.  
Insurance Company Zurich American Insurance Company

**WC 99 06 34**

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: GLO 9730569

C. With respect to the insurance afforded to these additional insureds, the following is added to

**Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

**This endorsement shall not increase the applicable Limits of Insurance.**

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO  
CA 20 48 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY  
CG 20 37 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance; whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance.

POLICY NUMBER: GLO 9730569

## Other Insurance Amendment - Primary and Non-Contributory

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

### **Commercial General Liability Coverage Part**

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

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

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

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

This insurance is excess over:

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

All other terms and conditions of this policy remain unchanged.

Forsta Filters Inc.,  
10856 Vanowen St,  
North Hollywood, California, 91605,  
United States  
Phone 3108377177, Fax 310-837-6477

Created Date:01-27-2026

Customer Information
Carollo Engineers Dustin Chase
DChase@carollo.com 204-218-5473

Application Information
Pilot unit for a project in California
Customer need to make sure that he can supply over 40psi inlet pressure for the pilot.

Proposed Items	Horizontal Filter			
Item Part Number	Description	Quantity	Unit Price	Total
A2-180C	Automatic self-cleaning filter made from stainless steel 304L. 2" flange Inlet/Outlet, 1.5" electric flushing valve. Operating pressure 40-150psi. Max temperature 150 F. The filter comes equipped with 5 microns high porosity stainless steel 316L screen 3 sq ft screen area for the 180 °C series model A	1	10,225.37	\$10,225.37
EC-2-110-HK	Automatic backwash controller for Forsta self cleaning water filters. Initiates cleaning cycle for up to two filters in parallel by pressure differential, periodic or manual activation. 110 VAC input/ 24 VAC output, weather resistant enclosure. Includes differential pressure gauge.	1	1,644.15	\$1,644.15
2-C-90-10	High porosity stainless steel 316L screen 10 micron 3 sq ft. screen area for 90 series model C	1	1,462.22	\$1,462.22
2-C-90-2	High porosity stainless steel 316L screen 2 micron. 3sq ft screen area for 90 series model C	1	1,462.22	\$1,462.22
<b>Section Subtotal</b>		4		\$14,793.96

Proposed Items	Vertical Filter			
Item Part Number	Description	Quantity	Unit Price	Total
M1-90	Automatic Self Cleaning Filter made from stainless steel 304. 1" NPT Inlet/Outlet, 1" electric flushing valve. Operating pressure 40-150psi. Max temperature 150 F. The filter comes equipped with a high porosity 100 micron stainless steel 316L screen with 58sq inches for 90 series model M.	1	3,501.87	\$3,501.87

<b>Proposed Items</b>				
<b>Vertical Filter</b>				
<b>Item Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
EC-2-110-HK	Automatic backwash controller for Forsta self cleaning water filters. Initiates cleaning cycle for up to two filters in parallel by pressure differential, periodic or manual activation. 110 VAC input/ 24 VAC output, weather resistant enclosure. Includes differential pressure gauge.	1	1,644.15	\$1,644.15
2-M-90-10	High porosity stainless steel 316L screen 10um 58sq inches screen area for M90	1	845.24	\$845.24
2-M-90-2	High porosity stainless steel 316L screen 2um 58sq inches screen area for M90	1	845.24	\$845.24
<b>Section Subtotal</b>		4		\$6,836.5

<b>Proposed Items</b>				
<b>Item Part Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Rental Agreement	The customer has the option to return the unit within 90 days for 30% restocking fee. If the customer keeps the unit past the 90 days a return would not be allowed. The restocking fee only applies to filter and controller and does not apply to start up or any additional items supplied.	1	0	\$0
<b>Section Subtotal</b>		1		\$0
Items Total				\$21,630.46
Shipping & Handling Charges				0
Pre Tax Total				\$21,630.46
Tax(0)%				\$0
<b>GRAND TOTAL(\$)</b>				<b>\$21,630.46</b>

<b>Terms and Conditions</b>
<p>Lead Time: From stock            Payment Terms: Net 30 days            Shipping Via: Truck / UPS            Shipping Terms: Ex-Works North Hollywood, CA            Quotes are valid for thirty (30) days. Delivery Subject to availability.            Pumps, Valves, and Custom Fabricated Items are Non-Returnable            Filters and Filter Parts Only Returnable Within 90 Days of the Ship Date with Forsta Authorization and Subject to Restocking Fee</p>

[www.forstafilters.com](http://www.forstafilters.com)

Today's Date: 01-28-2026



# QUOTE

Tekleen, Automatic Filters, LLC  
 9816 Arlee Ave  
 Santa Fe Springs, CA, 90670  
 Phone: 800-336-1942

Quote Nbr.: QT088036  
 Date: 1/28/2026  
 Sales Person: Bryan Carino  
 For: Dustin Chase  
 Email: dchase@carollo.com  
 Office:  
 Cell: 204-218-5473

**This quote is valid for 30 days**

Web: www.tekleen.com

<b>FOR:</b> Carollo 290-100 Innovation Drive WINNIPEG, R3T 6G2, CA	<b>SHIP TO:</b> Western Springs CA, US
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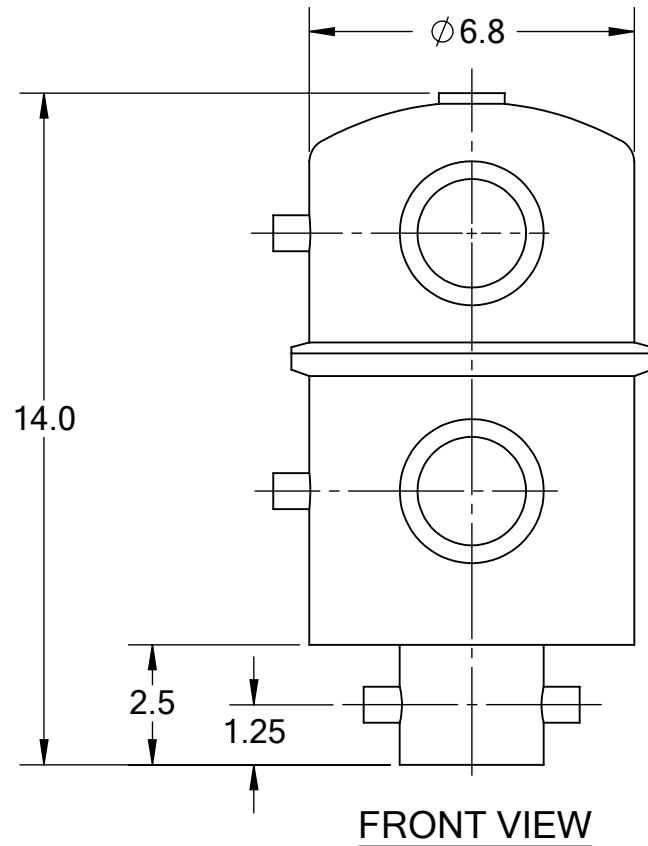
### APPLICATION DETAIL

Name: California Pilot - Western Springs, 203678 - MTF2  
 Application: Iron Removal Water Source: Groundwater Comments:  
 Flow Rate (GPM): 20 Micron: 2, 10  
 Pressure (PSI): Location:

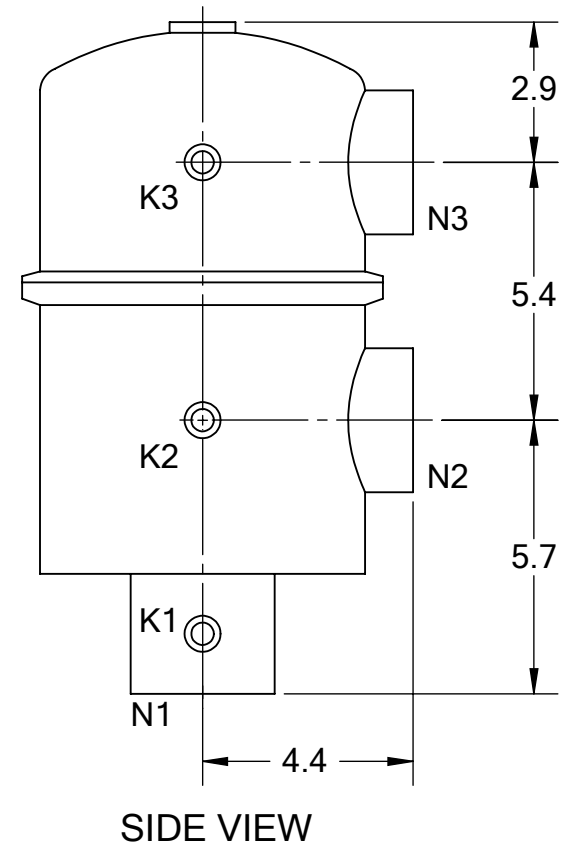
NO.	ITEM	DESCRIPTION	QTY	UOM	PRICE	AMOUNT
1	MTF2-A	Automatic Filter SST 304. 2" inlet/outlet NPT, 1" flushing ball valve. Designed 150 psi, 160°F. 0.6 SQFT screen in 316L. <b>2 micron sintered screen</b>	1	EACH	0.00	\$0.00
2	GB6-110V-10	Electronic Backwash Controller in weather proof NEMA 3 box. Rinsing by differential pressure, timer, or manual. Backwash counter and emergency alarm. 110VAC 10 amp,output 24VAC,12"x9"x7", 6#	1	EACH	0.00	\$0.00
3	4S-0.6M-B	Sintered Screen for 0.6 SQFT MTF Housing in SST316L <b>10 micron sintered screen</b>	1	EACH	0.00	\$0.00
4	RENTAL	Rental Agreement - MTF2 System (3 months) - <b>Equipment: MTF2 unit, controller, additional screen</b> - <b>Rate: \$655 USD/month</b> - <b>Payment: First month due with purchase order</b> - <b>Total: \$1,965 for complete pilot period</b> - <b>Purchase Credit: \$1,310 applied toward filter purchase (months 2-3 rental fees)</b>	1	EACH	655.00	\$655.00

**Payment Terms:** Due Upon Receipt

<b>Delivery:</b> 8 weeks, subject to prior sale	<b>Subtotal:</b> 655.00
<b>Shipment:</b> Prepay and Add	<b>Tax:</b> 0.00
<b>Via:</b> Best Way	<b>Total (USD):</b> 655.00



REVISIONS				
REV.	ZONE	DESCRIPTION	DATE	INITIAL



**TECHNICAL DATA**

FLOW RATE	MAX. 100 GPM (23 m <sup>3</sup> /hr)
SCREEN SIZE	___ MICRON
SCREEN AREA	0.6 SQ. FEET
MAXIMUM TEMPERATURE	MAX. 200 °F
MAXIMUM PRESSURE	MAX. 150 PSI
EMPTY WEIGHT	~25 LBS.
FULL WEIGHT	~40 LBS.

NOZZLE	CONNECTION	TYPE	SIZE	RATING
K1	HIGH PRESSURE CONN.	THREADED	1/4" NPT(2)	
K2	LOW PRESSURE CONN.	THREADED	1/4" NPT	
K3	HYDRAULIC CONN.	THREADED	1/4" NPT	
N1	INLET	THREADED	2" NPT	
N2	OUTLET	THREADED	2" NPT	
N3	FLUSH OUTLET	THREADED	2" NPT	

**TOLERANCES  
(UNLESS OTHERWISE SPECIFIED)**

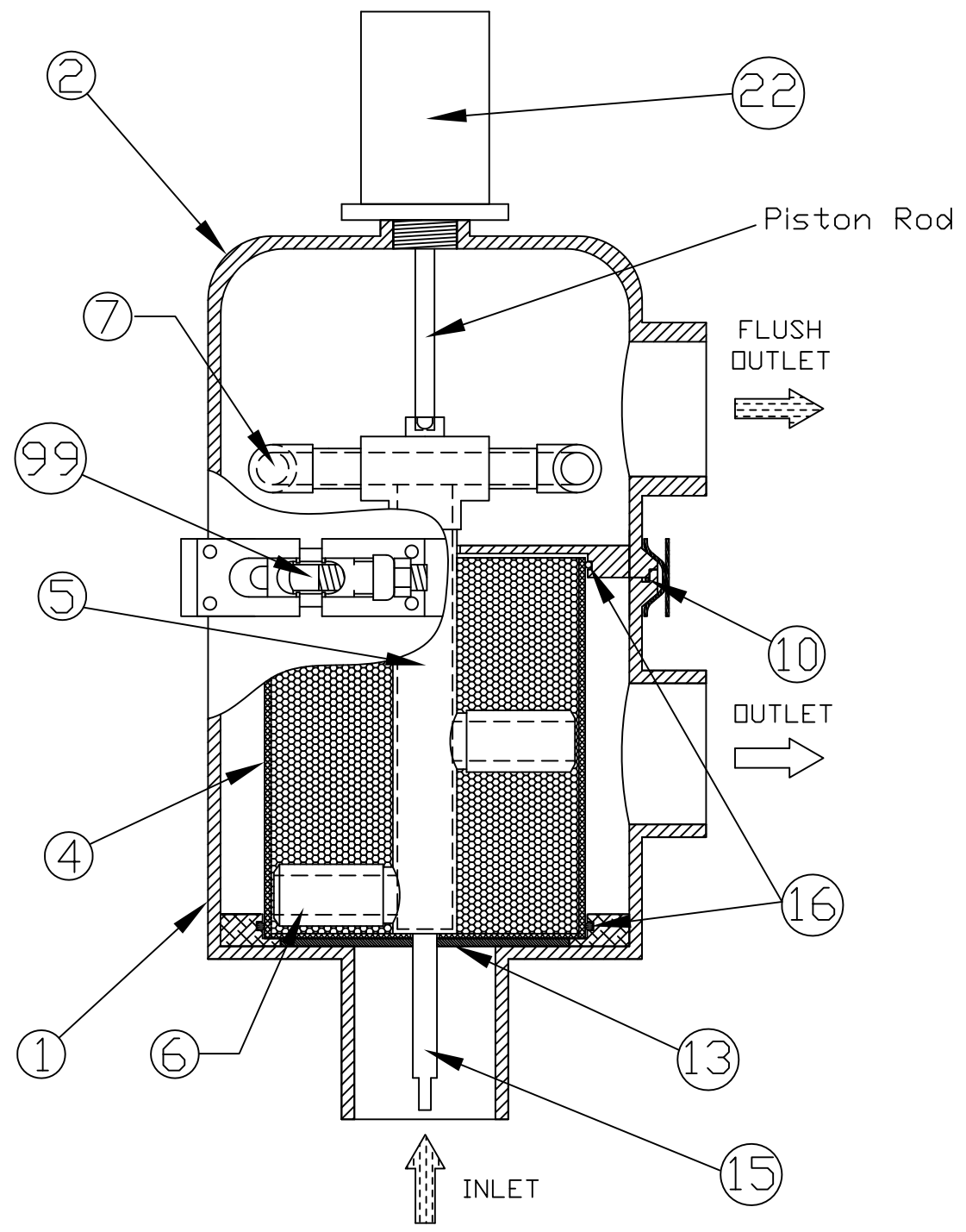
FRAC. ±1/16	ANGLE ±1°
.X ±.1	
.XX ±.05	
.XXX ±.010	
<b>MATERIAL:</b> SST	
<b>DRAWN BY:</b> S. PERKINSON	
<b>DATE:</b> 11/11/11	
<b>SCALE:</b> 1:4	<b>SHEET:</b> 1 OF 1

**TEKLEEN**  
Automatic Filters Inc.  
2672 S. LA CIENEGA BLVD.  
LOS ANGELES, CA 90034  
MAIN: (310) 839-2828  
FAX: (310) 839-6878

**TITLE:** MTF2 FILTER,  
CUT DRAWING

<b>DRAWING NUMBER</b>	<b>REV</b>
MTF-2-CUT-01	N/A

REVISIONS				
REV	ZONE	DESCRIPTION	DATE	APPROVED
1	4B	ADDED SCREEN BAR. R.E. ITEM 13.	09/19/11	S.P.



PART #	DESCRIPTION	MATERIAL OF CONSTRUCTION
1	Filter Housing	Stainless 304
2	Filter Cover	Stainless 304
4	Fine Screen	Stainless 316L
5	Dirt Collector	Stainless 316L
6	Dirt Collector Nozzle	Nylon
7	Hydraulic Motor	Stainless 316L
10	Cover Seal	Buna Rubber
13	Screen Bar	Stainless 304
15	Dirt Collector Rod	Stainless 316L
16	Upper/Lower O-Ring	Buna Rubber
22	Hydraulic Piston	Delrin/Brass/SST316L/Buna
99	MTF Clamp	Stainless 316

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOLERANCES

DECIMALS	ANGULAR
.XX ± .05	± 0.5 DEG.
.XXX ± .01	

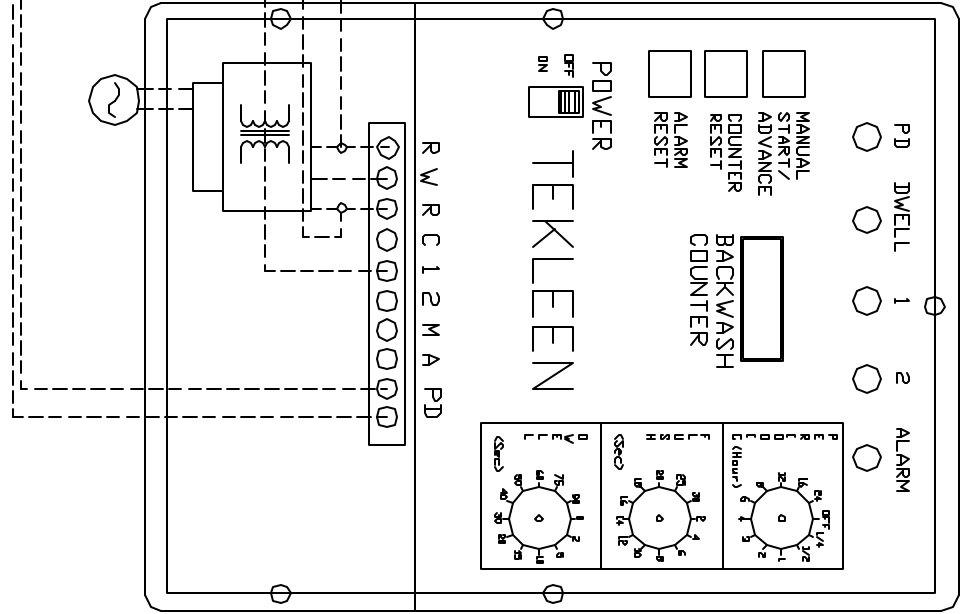
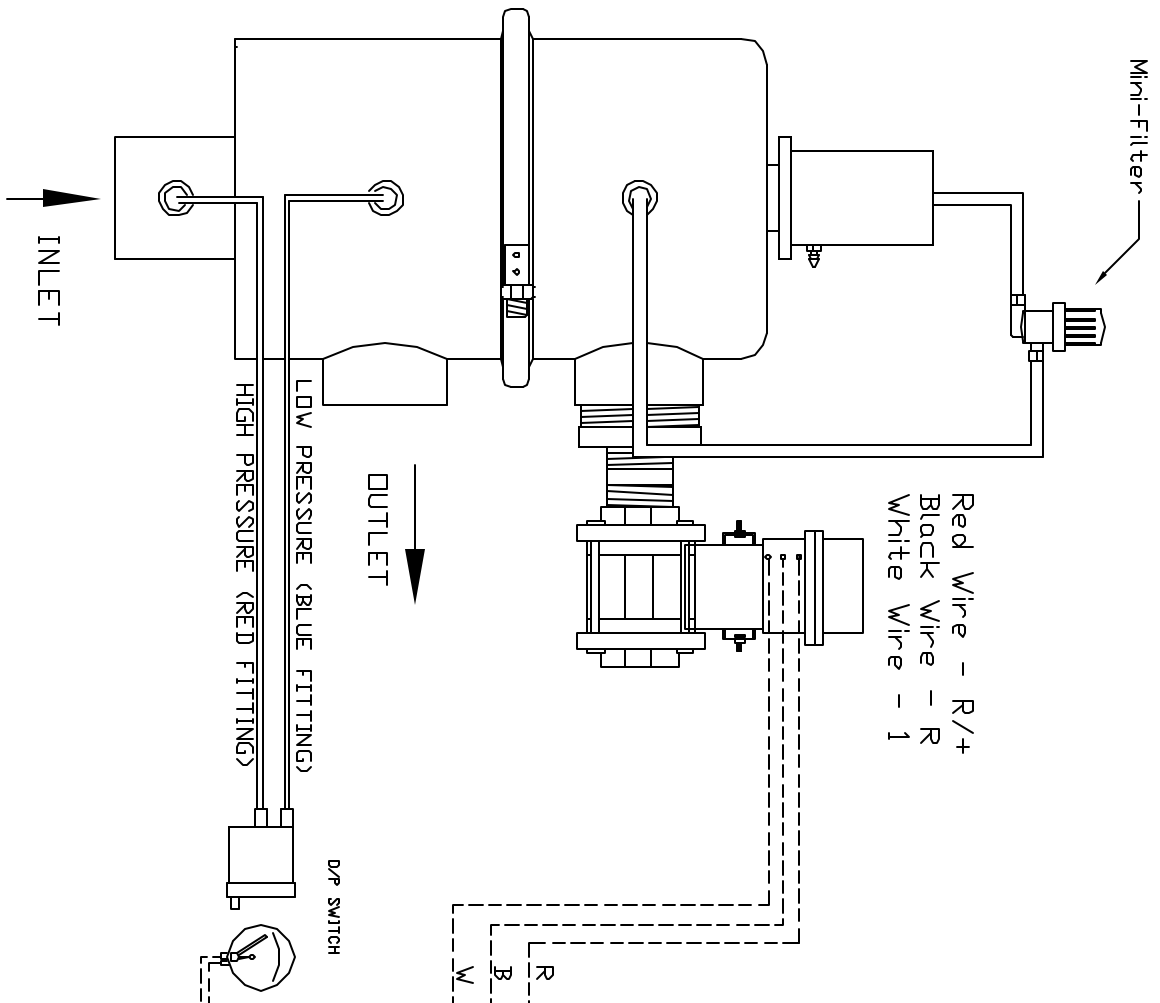
**AUTOMATIC FILTERS, INC.**  
 2672 S. LA CIENEGA BLVD.  
 LOS ANGELES, CA 90034  
 (310) 839-2828 FAX (310) 839-6878

DRAWN	DATE	TITLE	
A. HOCKETT	7-23/10	MATERIAL OF CONSTRUCTION FOR MTF FILTER	
CHECKED		(I.E. MTF1, 1.5, 2, 2-L, 3, & 4)	
DESIGN		SIZE	REV
		A	1
		MTF-XX-MOC-01	

SCALE 1/6 SHEET 1 OF 1 Page 30 of 102

1 2 3 4 5 6 7 8

# GB6 ELECTRIC CONTROLLER



UNLESS OTHERWISE SPECIFIED  
DIMENSIONS ARE IN INCHES  
TOLERANCES  
DECIMALS ANGULAR  
XX ± .05 ± 0.5 DEG  
XXX ± .01

DRAWN  
David Steenberg  
DATE  
2-2-88

CHECKED  
DESIGN

AUTOMATIC FILTERS, INC.  
2672 S. LA CIENEGA BLVD.  
LOS ANGELES, CA 90034  
(310) 839-2828 FAX (310) 839-6878

TITLE  
MTF SETUP  
with GB6  
& Electric Flush Valve

SIZE	DWG NO.	REV
A	MTF GB6 EFV	0
NOT SCALE		SHEET OF



TEKLEEN  
Automatic Filters Inc.







## AGENDA ITEM SUMMARY

### PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 14, 2026

#### AGENDA ITEM D.2.

**To:** Public Works and Water Committee

**From:** Casey Biernacki, Deputy Village Manager, Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project

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#### Recommendation

Consider a recommendation to approve Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project in an amount of \$24,000 and a total project amount of \$90,100.

#### Summary

Baxter & Woodman has submitted Amendment 1 to the Village's existing engineering agreement for the Spring Rock Park Sanitary Sewer Phase I/II improvements. The amendment expands the scope of design engineering due to additional engineering work that is required for the main through Spring Rock Park. After the completion of televising of the sewer main, it is advised that additional portions of the sewer main will need to be replaced rather than lined.

The amended scope also includes additional work associated with the lining and replacement of the raw water main at the Water Treatment Plant and extension and the installation of a new structure and lining for a section of the combined outfall sewer at Flagg Creek. This work includes topographic surveying at three locations, environmental services related to CCDD screening and testing, easement investigation and preparation, coordination of utility locates, and required agency permit submittals.

Based on this expanded scope, Baxter & Woodman is requesting an additional engineering fee of \$24,000, bringing the total not-to-exceed amount to \$90,100. This amendment would require a budget amendment to the Design Engineering account in 4402515 50331.

The updated project schedule shifts several key milestones, including Phase 2 design kickoff, 60% plan submittals, and bid advertisement dates, to align with the additional design requirements.

Staff is requesting committee review and discussion of the proposed amendment. Approval would authorize Baxter & Woodman to proceed with the additional design tasks necessary to fully address project needs at both Spring Rock Park and the Water Plant.

**Financial Impact**

Account 4402515 50331  
Fund Storm  
2026 Budget \$13,400 (\$66,100 approved in 2025)  
Project Cost Amendment: \$24,000 Total: \$90,100

**Recommended Motion**

I move to recommend to the Village Board the approval of Amendment #1 to the Spring Rock Park Phase I/II Engineering Agreement with Baxter & Woodman Engineering for the Combined Sewer Lining and Rehabilitation Project in an amount of \$24,000 and a total project amount of \$90,100.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

- 1. 2500812.00\_Proposal\_Amend1\_SpringRockSanSwrLine

April 1, 2026

Mr. Matthew Supert  
Director of Municipal Services  
Village of Western Springs  
740 Hillgrove Ave  
Western Springs, IL 605558

**Subject: Spring Rock Park Sanitary Sewer Phase 1 and Phase 2 Engineering - Amendment 1**

Dear Mr. Supert:

Baxter & Woodman is pleased to submit this Amendment to our proposal dated May 16, 2025, to provide additional design engineering for lining, replacement, and extension of the raw water main at the Water Plant and installation of a new structure and lining of a section of the combined outfall sewer at Flag Creek.

## Amended Scope of Services

---

1. TOPOGRAPHIC SURVEY – Perform topographic survey at three (3) project locations within the project limits in order to develop base sheets for Project plan drawings.
2. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) – Provide environmental services for completing IEPA Form 663 or 662 where applicable, including CCDD screening, testing, and subsurface investigation. Coordinate with local disposal sites for pre-approval of investigated materials.
3. EASEMENT AND PLAT WORK – Investigate existing property ownership, easements, and dedicated rights-of-way. Prepare preliminary plats of easement for the Owner to use in obtaining easements.
4. UTILITY LOCATES AND COORDINATION – Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of utilities located within the work area. Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.
5. AGENCY PERMIT SUBMITTALS – Obtain a historic preservation consultation from IHPA. Submit the design documents and permit applications to the Illinois Department of Transportation, the IDNR, the IEPA Division of Public Water Supply, and IEPA Division of Water Pollution Control agencies for a permit to construct, own, and operate.

Professional locating of existing outfall sewer is not included in this amendment.

## Amended Fee

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Our engineering fee for the above stated scope of services will be based upon our hourly billing rates for actual work time performed plus reimbursement for out-of-pocket expenses, which is estimated to total an additional **\$24,000** for an amended not to exceed amount of **\$90,100**.

## Amended Schedule

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CCTV Review – <del>June 2025</del>	January 2026
Technical Memo – <del>July 2025</del>	February 2026
Phase 2 Design Kick-off Meeting – <del>August 2025</del>	April 2026
60% Design/IEPA Permit – <del>December 2025</del>	April 2026
90 % Design – <del>February 2026</del>	May 2026
Bid Advertisement – <del>March 2026</del>	June 2026

## Standard Terms and Conditions

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All terms and conditions of the Proposal dated March 16, 2025, with the Village of Western Springs shall apply.

## Acceptance

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If you find this proposal acceptable, please sign and return one copy for our files. If you have any questions or need additional information, please do not hesitate to contact Mark Siefert at 815.444.4482 or msiefert@baxterwoodman.com.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Carolyn A. Grieves, PE  
Vice President

Village of Western Springs

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. (“Baxter & Woodman”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

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**Schedule for Rendering Services** – The agreed upon services shall be completed within a reasonable amount of time. If Baxter & Woodman is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, Baxter & Woodman’s work shall be extended and the rates and amounts of Baxter & Woodman’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

**Invoices and Payments** – The fees to perform the proposed scope of services constitutes Baxter & Woodman’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. Baxter & Woodman invoices shall be due and owing by Owner in accordance with the terms and provisions of the State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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**Standards of Performance** – (1) The standard of care for all services performed or furnished by Baxter & Woodman will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. Baxter & Woodman makes no warranties, express or implied, in connection with its services; (2) Baxter & Woodman shall be responsible for the technical accuracy of its services and documents; (3) Baxter & Woodman shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) Baxter & Woodman may employ such sub-consultants as Baxter & Woodman deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) Baxter & Woodman shall not supervise, direct, control, or have authority over any contractors’ work, nor have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor’s furnishing and performing of its work; (6) Baxter & Woodman neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform the work in accordance with the contract documents; (7) Baxter & Woodman is not acting as a municipal advisor as defined by the Dodd-Frank Act. Baxter & Woodman shall not provide advice or have any responsibility for municipal financial products or securities; (8) Baxter & Woodman is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by Baxter & Woodman shall apply only to the items in the submissions and only for the purpose of assessing if, upon installation or incorporation in the Project work, they are generally consistent with the contract documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e., hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that Baxter & Woodman’s review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Baxter & Woodman’s consideration of a component does not constitute acceptance of the assembled item; (10) Baxter & Woodman’s site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, Baxter & Woodman will become generally familiar with observable completed work. If Baxter & Woodman observes completed work that is inconsistent with the construction documents, information shall be communicated to the contractor and Owner for them to address.

**Insurance** – Baxter & Woodman will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation:	Statutory Limits	Excess Umbrella Liability:	\$15 million per claim and aggregate
General Liability:	\$1 million per claim \$2 million aggregate	Professional Liability:	\$5 million per claim \$10 million aggregate
Automobile Liability:	\$1 million combined single limit		

In no event will Baxter & Woodman’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to Baxter & Woodman

under this Agreement. Any claim against Baxter & Woodman arising out of this Agreement may be asserted by the Owner, but only against the entity and not against Baxter & Woodman's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** – (1) To the fullest extent permitted by law, Baxter & Woodman shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of Baxter & Woodman; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless Baxter & Woodman and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and Baxter & Woodman waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the Baxter & Woodman and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that Baxter & Woodman is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and Baxter & Woodman agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** – Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay Baxter & Woodman, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

**Use of Documents** – All Baxter & Woodman documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Baxter & Woodman to Owner pursuant to this Agreement) are instruments of service and Baxter & Woodman retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by Baxter & Woodman or its consultant. Electronic format of Baxter & Woodman's design documents may differ from the printed version and Baxter & Woodman bears no liability for errors, omissions or discrepancies. Reuse of Baxter & Woodman's design documents is prohibited, and Owner shall defend and indemnify Baxter & Woodman from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in Baxter & Woodman's document retention policy after Project closeout.

**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



## AGENDA ITEM SUMMARY

### PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 14, 2026

#### AGENDA ITEM D.3.

**To:** Public Works and Water Committee

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance

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#### **Recommendation**

Consider a recommendation to approve a Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance in an amount not to exceed \$14,000.

#### **Summary**

Attached for review is a proposal from Baxter & Woodman, Inc. dated April 2, 2026, outlining professional services to support compliance with the Illinois EPA Municipal Separate Storm Sewer System (MS4) permit requirements for 2026. The scope includes preparation and submittal of the Annual Facility Inspection Report (AFIR), completion of the Village's updated Stormwater Management Program Plan (SMPP), annual staff pollution-prevention training, development of new stormwater education materials for residents and businesses, and assistance with launching quarterly stormwater pollution-prevention inspections at Village facilities. These tasks are required under the revised MS4 permit and are required to be in compliance no later than August 1, 2026.

Baxter & Woodman proposes to complete this work for a lump-sum fee of \$14,000, with itemized costs for each component of the MS4 program. The consultant has been performing these services for the Village and is already familiar with the updated permit requirements and the SMPP revisions currently in progress. Their assistance will help ensure timely submittals, compliant staff training, and proper implementation of the expanded inspection and public education obligations.

#### **Financial Impact**

Account	4402515 50336
Fund	Sewer
2026 Budget	\$17,000
Project Cost	\$14,000

#### **Recommended Motion**

I move to recommend to the Village Board the approval of a Professional Services Agreement with Baxter & Woodman Engineering for MS4/NDPES Permit Program Assistance in an amount

not to exceed \$14,000.

**Strategic Plan Alignment**

Infrastructure Improvements

**File Attachments**

1. 2600286.00\_Proposal\_2026\_MS4\_NPDES

April 2, 2026

Mr. Matthew Supert  
Director of Municipal Services  
Village of Western Springs  
740 Hillgrove Avenue  
Western Springs, IL 60558

**Subject: *Village of Western Springs – 2026 Municipal Separate Storm Sewer System (MS4) Program Assistance***

Dear Mr. Supert:

Baxter & Woodman, Inc. would like to continue its annual MS4 program assistance to the Village and presents you with this Proposal to prepare your MS4 annual report and provide other MS4 permit implementation services. Per Illinois EPA Municipal Separate Storm Sewer System (MS4) permit requirements, the following tasks must be performed in 2026. The new MS4 Permit and its new program requirements became effective Aug 1, 2025. The Village's MS4 Stormwater Management Program Plan (SMPP) must be updated with the new program requirements and Village information. This work began last year and continues this year as Illinois EPA continues to provide direction and information on implementation of the new program requirements. Municipalities are required to submit an Annual Facility Inspection Report (AFIR) each year by June 1. Pollution prevention training is required annually for Village staff. New specific stormwater pollution prevention education materials must be developed for residents and local businesses. The Village must begin implementing quarterly stormwater pollution prevention inspections at municipally owned/operated facilities. The following outlines our proposed Scope of Services and Engineering Fee.

## Scope of Services

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**1. MS4 Annual Facility Inspection Report (AFIR)**

Prepare and submit the 2026 Annual Report to the IEPA by June 1, 2026. A call or meeting will be facilitated with Village staff to collect information for the report. A draft of the report will be prepared for Village review and comment prior to finalization and to submittal to the IEPA.

## 2. **Stormwater Management Program Plan (SMPP) Update**

The new MS4 Permit and its new program requirements became effective Aug 1, 2025. The Village's MS4 Stormwater Management Program Plan (SMPP) must be updated with the new program requirements and Village information. This work began last year and continues this year as Illinois EPA continues to provide direction and information on implementation of the new program requirements. Aug 1, 2026, is the target date for completing the SMPP update. The completed SMPP document will be prepared for website posting. SMPP update tasks will include:

- 1.1 Provide a summary of new permit requirements for review.
- 1.2 Facilitate a meeting of Department staff to discuss the requirements and which department will be responsible for implementation of new requirements.
- 1.3 Discuss the information tracking and reporting tasks that are associated with each permit requirement.
- 1.4 Develop a draft updated SMPP that includes the new permit requirements and department responsibilities.
- 1.5 Incorporate staff comments on the draft SMPP.
- 1.6 Finalize the SMPP.
- 1.7 Deliver an electronic SMPP file suitable for website posting.

## 3. **MS4 Employee Training**

Pollution Prevention training for staff is required by the MS4 permit. Provide one (1) educational presentation to inform and encourage operations personnel to prevent and reduce stormwater pollution from municipal operations, and to document activities that prevent pollution. Training material and attendance documentation will be provided for MS4 recordkeeping.

## 4. **Stormwater Pollution Prevention Education Materials**

Develop stormwater pollution prevention education materials for 3 residential topics and 3 industrial/commercial topics in a form suitable for web posting or other distribution.

## 5. **Quarterly Stormwater Pollution Prevention Inspection Assistance**

The Village must begin implementing quarterly stormwater pollution prevention inspections at municipally owned/operated facilities. Assist Village staff with developing the inventory of facilities for inspection, provide a form or list of fields for collecting facility inspection information, and perform at-facility training for staff that will be performing the inspections. Assist with as many facility inspections as the budget will allow.

## Fee

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Owner shall pay the Engineer for the services performed or furnished for a lump sum amount of **\$14,000.00**, per the following task amounts:

1. Annual Facility Inspection Report (Annual Report) Preparation - **\$3,000.00**
2. Stormwater Management Program Plan (SMPP) Update - **\$2,500.00**
3. MS4 Program Annual Training - **\$2,000.00**
4. Stormwater Pollution Prevention Education Materials - **\$1,500**
5. Quarterly Stormwater Pollution Prevention Inspection Assistance - **\$5,000**

This proposal is valid for 90 days from the date issued.

## Acceptance

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If you find this proposal acceptable, **please sign below and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to contact me at 815-444-3342 or [dbounds@baxterwoodman.com](mailto:dbounds@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS



Daniel G. Bounds, PE  
Associate Vice President

Village of Western Springs

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**Successors, Assigns, and Beneficiaries** – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Baxter & Woodman to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and Baxter & Woodman and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** – All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

**Miscellaneous Provisions** – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the project is located; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Baxter & Woodman, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.



# AGENDA ITEM SUMMARY

## PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 14, 2026

### AGENDA ITEM D.4.

**To:** Public Works and Water Committee

**From:** Matthew Supert, Director of Municipal Services

**CC:** Ellen Baer, Village Manager

**RE:** Purchase of a Case 721 G End Loader from McCann Industries of Addison, IL — Sourcewell Cooperative Purchasing Contract # 011723-CNH and Bid Waiver

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### Recommendation

Consider a recommendation to approve the purchase of a Case 721 G End Loader from McCann Industries of Bolingbrook, IL utilizing the Sourcewell Cooperative Purchasing Contract # 011723-CNH in an amount not to exceed \$225,261.00.

### Summary

The Municipal Services Department is requesting approval to purchase one Case 721G Wheel Loader utilizing the Sourcewell cooperative purchasing contract 011723-CNH. Procuring through Sourcewell ensures full compliance with competitive bidding requirements while leveraging nationally bid pricing that provides meaningful cost savings for the Village. The loader will replace a 2012 Case 821F End Loader.

The Sourcewell government pricing contract provides for a 29% discount on the base list price for the end loader purchase. Based on the attached vendor quotation of Sourcewell contract pricing, the total purchase price for the Case 721G Wheel Loader is \$225,261.00 with \$50,000 credit towards the trade in of our existing vehicle. The Village budgeted \$222,000 for the purchase of the end loader for this year.

This pricing reflects the contract-approved discount structure and includes all specified equipment, options, and delivery. The loader will support year-round operations including roadway maintenance, storm response, material handling, and snow and leaf removal, ensuring the department can continue providing efficient and reliable service to the community.

If approved, the order will be placed through McCann Industries, the authorized dealer in accordance with Sourcewell contract terms.

### Financial Impact

Account	4104310 60030	Account	4303510 62030	Account	4401515 62030
Fund	Capital	Fund	Water	Fund	Water
2026 Budget	\$74,000	2026 Budget	\$74,000	2026 Budget	\$74,000

2026 Total Budgeted  
\$222,000

Project Cost 225,261.00

### **Recommended Motion**

I move to recommend to the Village Board the approval of the purchase of a Case 721 G End Loader from McCann Industries of Bolingbrook, IL utilizing the Sourcewell Cooperative Purchasing Contract # 011723-CNH in an amount not to exceed \$225,261.00.

### **Strategic Plan Alignment**

Public Safety and Community Engagement  
Infrastructure Improvements

### **File Attachments**

1. 03312026\_Case 721 GWheel Loader List Price Sourcewel
2. DetailReportAsset - 13-0027 - Case 821F
3. Sourcewell Product & Pricing Matrix\_3\_19\_26
4. CNH Contract 011723

**CORPORATE OFFICE**

McCann Industries, Inc.  
543 South Rohlwing Road  
Addison, IL 60101  
(630) 627-0000

**BRANCH LOCATIONS**

**Addison, IL**

543 S. Rohlwing Road  
Addison, IL 60101  
Phone: (630) 627-0000

**Bolingbrook, IL**

250 E. Frontage Road  
Bolingbrook, IL 60440  
Phone: (630) 739-7770

**Chicago, IL**

2350 S. Laflin Street  
Chicago, IL 60608  
Phone: (312) 942-9200

**Crestwood, IL**

4701 West 137th Street  
Crestwood, IL 60418  
Phone: (708) 597-3110

**McHenry, IL**

4102 W. Crystal Lake Road  
McHenry, IL 60050  
Phone: (815) 385-0420

**Wauconda, IL**

1360 N. Rand Road  
Wauconda, IL 60084  
Phone: (847) 526-9444

**Mishawaka, IN**

14077 Esther Avenue  
Mishawaka, IN 46545  
Phone: (574) 406-6800

**Schererville, IN**

1133 Indianapolis Boulevard  
Schererville, IN 46375  
Phone: (219) 865-6545

**Dorr, MI**

3260 142nd Avenue  
Dorr, MI 49323  
Phone: (616) 371-7250

3/31/2026

Village of Western Springs

Lou,

I appreciate the opportunity to provide the following quote regarding (1) New 2026 Case 721G Wheel Loader with the following options:

**Case 721G**

- Z-Bar TS T4F
- 4 Speed Transmission
- Limited Slip Differentials
- Cooling System w/ Reversing Fan
- Enhanced Cab Comfort
- Heated Air Seat
- Hydraulic Steering
- Joystick w/ 1 AUX Function
- 20.5 x 25 Tires
- JRB Style coupler
- Cold Weather Package
- Standard Fender w/ LH and RH Steps
- Enhanced Visibility
- Right & Left Mirrors
- 2 LED Headlights
- 4 Front, 2 Rear LED Work Lights
- Ride Control
- AM / FM Bluetooth Radio
- 3.5 cu.yd Rockland loader Bkt w/ BOCE
- Pro Care Coverage Included
- 3 Year 3000 Hour Full Machine Warranty
- 3 Year / 2000 Hour Scheduled Services
- 3 Year Telematics Subscription

Fork Carriage Assembly Additional  
\$9650.00

Sincerely,

Ken Schmidt, Account Manager – McCann Industries  
Heavy Equipment Sales  
Cell: (630)-878-8396  
Email: [kschmidt@mccannonline.com](mailto:kschmidt@mccannonline.com)



<p><b>Case 721 G Wheel Loader</b> List Price \$324,197.00 Sourcewell Discount 29% - (\$94,017.13) Machine Price - \$230,606.00 Freight - \$6,250.00 Pre Delivery - \$3,500.00 Tariff - \$14,005.00 Bucket and Coupler \$19,900.00 Trucking to Western Springs - \$1,000.00 New 721 G Delivered Price - Less Trade Value of (\$50,000.00) for Case 821 F Machine Price w Trade - \$225,261.00</p>
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### General Information

**Name:** Public Works - Vehicle 27  
**Asset #:** 13-0027  
**Make:** Case  
**Model:** 821F  
**Serial #:** NCF215708

**Photo:**



### Purchase Information

**Purchase Date:** 01/09/2013  
**Purchase Price:** 134900.00  
**Purchase Invoice #:**

**Supplier:**  
**Category:** Vehicle-Endloader

**Est. Replace Date:**  
**Expected Life:** 10

**Replacement Cost \$:** 225000.00  
**Salvage Value:**

### Vehicle Detail

**Asset Status:** Available  
**Current Condition:** Fair

**Assessment Note:**



**Sourcewell – Construction Equipment Contract**

Contract Number: 011723 – CNH

Contract Period: 04/01/2023 – 04/14/2027

Pricing Revised: 3/19/2026

Eligible Customers: **All Sourcewell & Canoe members in United States & Canada**

Members Include: Government  
 Education (K-12 and higher)  
 Non-profit agencies  
 States that have adopted the contract (see below)

**States that have Adopted Sourcewell as their term contract:**

Nevada: 99SWC-NV24-2072

New York: PC69383

Arkansas: 4600054250

Washington:19622

Member list: [Sourcewell Member ID Lookup: Search by Name & Location | Sourcewell](#)

Contract details: [Case Construction: Contract 011723-CNH | Sourcewell](#)

Need to Join? (USA): [Become a Sourcewell Participating Agency - Apply Online | Sourcewell](#)

Need to Join? (CA): [Members - Canoe Procurement Group of Canada](#)

<b>CONTRACT DETAILS</b>	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts are not allowed with wholesale discount.
Multiple Unit Discount	Not applicable
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Rental or Lease	Contact your local Case CE dealer for lease options
Payment	Contact your local Case CE dealer for payment options.
Surcharge	Orders may be subjected to a surcharge that will be communicated as a separate line item on the quote.



See www.casece.com for product information SOURCEWELL/ CANOE PRICE LIST DISCOUNTS--  
 Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

**FOR USA & Canadian MARKET ONLY**

PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
<b>TRACTOR LOADER</b>		
570N	Current Pricing	21%
<b>TRACTOR LOADER BACKHOE</b>		
575N EP	Current Pricing	27%
580SN	Current Pricing	28%
580SN WT	Current Pricing	28%
580SV	Current Pricing	28%
590SN	Current Pricing	28%
695SV	Current Pricing	28%
580EV	Current Pricing	30%
<b>FORKLIFT</b>		
586H	Current Pricing	20%
588H	Current Pricing	20%
<b>CRAWLER DOZER</b>		
650M	Current Pricing	21%
750M	Current Pricing	27%
850M	Current Pricing	27%
1150M	Current Pricing	27%
1650M	Current Pricing	27%
2050M	Current Pricing	23%
<b>COMPACT DOZER LOADER</b>		
DL550	Current Pricing	18%
<b>COMPACT WHEEL LOADER</b>		
21F	Current Pricing	18%
121F	Current Pricing	21%
221G	Current Pricing	21%
321G	Current Pricing	21%
421G	Current Pricing	21%
CL36EV	Current Pricing	21%
<b>WHEEL LOADER</b>		
521G	Current Pricing	28%
621G	Current Pricing	29%
651G	Current Pricing	29%
<b>721G</b>	<b>Current Pricing</b>	<b>29%</b>
821G	Current Pricing	29%
921G	Current Pricing	29%
1021G	Current Pricing	23%
1121G	Current Pricing	23%

Pricing does not include freight, delivery, pdi or tariff charges  
 Freight FOB North America plant or import distribution location  
 CASE CE dealer can add delivery freight and PDI costs  
 Dealer quotes should only be valid 30 days to remain price protected



See [www.casece.com](http://www.casece.com) for product information SOURCEWELL/ CANOE PRICE LIST  
 DISCOUNTS--Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

**FOR USA & Canadian MARKET ONLY**

PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
<b>COMPACT TRACK LOADER</b>		
TR270B	Current Pricing	22%
TR310B	Current Pricing	18%
TR340B	Current Pricing	18%
TV370B	Current Pricing	18%
TV450B	Current Pricing	18%
TV620B	Current Pricing	18%
<b>COMPACT EXCAVATOR</b>		
CX15EV	Current Pricing	17%
CX25EV	Current Pricing	17%
CX12D	Current Pricing	17%
CX19D	Current Pricing	17%
CX30D	Current Pricing	17%
CX34D	Current Pricing	17%
CX38D	Current Pricing	17%
CX42D	Current Pricing	17%
CX50D	Current Pricing	17%
<b>EXCAVATOR</b>		
CX70E	Current Pricing	18%
CX85E	Current Pricing	18%
CX90E	Current Pricing	18%
CX140E	Current Pricing	18%
CX145E	Current Pricing	18%
CX170E	Current Pricing	18%
CX220E	Current Pricing	18%
CX245D	Current Pricing	18%
CX260E	Current Pricing	18%
CX290D	Current Pricing	18%
CX300E	Current Pricing	18%
CX365E	Current Pricing	18%
CX380E	Current Pricing	18%
CX490D	Current Pricing	18%
CX500D	Current Pricing	18%
CX750D	Current Pricing	18%
<b>SKID STEER LOADER</b>		
SR160	Current Pricing	16%
SR175B	Current Pricing	18%
SV185B	Current Pricing	18%
SR210B	Current Pricing	18%
SR240B	Current Pricing	18%
SR270B	Current Pricing	18%
SV280B	Current Pricing	19%
SV340B	Current Pricing	22%

Pricing does not include freight, delivery, pdi or tariff charges  
 Freight FOB North America plant or import distribution location  
 CASE CE dealer can add delivery freight and PDI costs  
 Dealer quotes should only be valid 30 days to remain price protected



See [www.casece.com](http://www.casece.com) for product information SOURCEWELL/ CANOE PRICE LIST DISCOUNTS--  
 Contract 011723 Valid until 04/14/2027

Pricing Revised 3/19/26

FOR USA & Canadian MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	SOURCEWELL & CANOE MEMBER DISCOUNT OFF LIST PRICE
<b>MOTOR GRADER</b>		
836C 4WD / AWD	Current Pricing	21%
856C 4WD / AWD	Current Pricing	21%
836D 4WD / AWD	Current Pricing	21%
856D 4WD / AWD	Current Pricing	21%
<b>COMPACTION</b>		
DV23	Current Pricing	17%
DV26	Current Pricing	17%
DV36	Current Pricing	17%
DV45	Current Pricing	17%
DV209	Current Pricing	17%
DV210	Current Pricing	17%
SV207	Current Pricing	17%
SV211	Current Pricing	17%
SV213	Current Pricing	17%
SV215	Current Pricing	17%
SV217	Current Pricing	17%
PT240D	Current Pricing	17%
<b>Mini Track Loaders (MTL)</b>		
TL100	Current Pricing	21%
TL100EV	Current Pricing	21%
<b>Small Articulated Loaders (SAL)</b>		
SL12	Current Pricing	22%
SL12TR	Current Pricing	22%
SL15	Current Pricing	22%
SL22EV	Current Pricing	22%
SL23	Current Pricing	22%
SL27	Current Pricing	22%
SL27TR	Current Pricing	22%
SL35TR	Current Pricing	22%
SL50TR	Current Pricing	22%
<b>Wheeled Excavators (WHEX)</b>		
WX140	Current Pricing	25%
WX155	Current Pricing	25%
WX160	Current Pricing	25%
WX175	Current Pricing	25%
WX210	Current Pricing	25%
<b>Parts</b>		
CNH Parts	Current Pricing	LIST PRICE

Pricing does not include freight, delivery, pdi or tariff charges  
 Freight FOB North America plant or import distribution location  
 CASE CE dealer can add delivery freight and PDI costs  
 Dealer quotes should only be valid 30 days to remain price protected

**Solicitation Number: RFP # 011723****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 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

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

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to 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 Participating Entities.

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

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

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

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

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

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

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional

insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional

requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

**Sourcwell**

**CNH Industrial America LLC**

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/4/2023 | 2:29 PM CDT

DocuSigned by:  
*Amy Swett*  
By: 7FCB6D1BF7F04C0...  
Amy Swett  
Title: Government & Fleet Sales Account  
Manager–New Holland CE brand  
Date: 4/4/2023 | 2:31 PM CDT

Approved:  
DocuSigned by:  
*Chad Coauette*  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/4/2023 | 2:39 PM CDT

# RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

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## Vendor Details

Company Name: CNH Industrial America LLC  
Address: 700 State Street  
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: Wednesday November 16, 2022 13:07:37  
Submitted On: Tuesday January 17, 2023 12:55:10  
Submitted By: Amy Swett  
Email: amy.swett@newholland.com  
Transaction #: a0423bfd-2f16-47ee-b66d-446ac499cd78  
Submitter's IP Address: 159.61.192.15

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CNH Industrial America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CNH America LLC
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CNH Industrial America LLC does not have any assumed names or DBA.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	10988
5	Proposer Physical Address:	700 State Street Racine, Wisconsin 53402
6	Proposer website address (or addresses):	<a href="https://www.cnhindustrial.com">https://www.cnhindustrial.com</a> <a href="https://www.casece.com">https://www.casece.com</a> <a href="https://construction.newholland.com">https://construction.newholland.com</a> <a href="http://www.newholland.com">www.newholland.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Amy Swett Government & Fleet Sales Account Manager – New Holland CE brand 500 Diller Avenue New Holland, PA 17557 Amy.swett@newholland.com 717-715-2489
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tony Simpson Government Affairs 6021 State Street Racine, WI 53142 262-631-0881 tony.simpson@cnhind.com

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The origins of Case date to 1842, when Jerome Increase Case (born in 1819) created Racine Threshing Machine Works in Racine, Wisconsin. The company produced its first portable steam engine in 1876, which is now on display at the Smithsonian Institution.</p> <p>In 1957 Case made the 320 Construction King backhoe loader. Since 1969 Case has manufactured skid steers, starting in Burlington, Iowa and later moving production to Wichita.</p> <p>The company evolved into the Case Corporation, which merged with New Holland in 1999 to become CNH Global which in 2011 became CNH Industrial.</p>

2005: Case made its 500,000th backhoe loader and in 2010 made its 250,000th skid steer loader.

2016: Case released the new G-Series wheel loader lineup consisting of seven new models from 521G thru 1121G.

2017: In its 175th year in business, Case announced its facility in Wichita produced its 300,000th skid-steer loader.

2017: At Conexpo-Con/Agg 2017 Case released the CX750D excavator.

As of May 2017, Case "sells a full line of construction equipment around the world, including the number one loader/backhoes, excavators, motor graders, wheel loaders, vibratory compaction rollers, crawler dozers, skid steers, compact track loaders and rough-terrain forklifts.

New Holland Construction was founded in 1895 in New Holland, Pennsylvania; in 1966 New Holland's first backhoe loader was introduced; in 2005 New Holland Construction Brand was created with a global full-line product offering of Skid steer loaders, compact track loaders, tractor loader backhoes, tractor loaders, wheel loaders and excavators. Since 1999, New Holland is a brand of CNH, which was demerged from Fiat Group to Fiat Industrial at the start of 2011.

2007 New Holland made 200,000 Skid Steer loaders and celebrated 35 years of designing and building its highly successful skid steer loader. They are the preferred choice of landscapers around the world and #1 in lift and carry compact machines.

2008 New Holland's "green" engine. New Holland launched the E215B crawler excavator, which mounts a brand-new engine which dramatically reduces emissions well below the levels required by regulations.

New Holland equipment is built all around the world; the headquarters is in Turin, Italy and with ten plants and ten research and development centers spread globally, more than 800 dealers and 2,100 outlets. It is present in 100 countries worldwide.

New Holland produces thirteen product families, five in the heavy range and eight in the light range; products include dozers, mini excavators, graders, wheel loaders, crawler excavators, backhoe loaders, skid steer loaders.

Productivity, safety, and environmental responsibility are the cornerstones of New Holland's offering built around our customers. We are a key player in the global construction equipment industry born of the rich heritage of brands that made the history of this sector.

In partnership with our worldwide network of dealers, we deliver products and services that meet our customers' requirements for productivity, safety, environmental performance, and fuel and cost efficiency. We know our customers' business and we provide them with a full line of innovative products and services designed for the specific applications of their industry.

CNH Industrial is committed to delivering the highest ethical standards and supporting its dealers and customers through a diverse and inclusive workforce, industry-leading technology, exceptional safety and quality, and unmatched innovation.

At CNH Industrial, we pride ourselves on delivering the best. That means strengthening our product portfolio with dedicated financing, tools and components and selecting the best partners to support us in delivering value to our customers.

We are proud of the work we do at CNH Industrial, where a focus on innovation has helped us to maintain our competitive edge and our position of global leadership.

In 2014 we have a new licensing agreement with Sumitomo Construction Machinery to manufacture Sumitomo designed crawler excavators from 13 to 35 tons. In 2016 we entered an exclusive mini-excavator alliance with Hyundai Heavy Industries.

The full integration of environmental and social considerations with economic objectives enables the Group to identify potential risks and seize additional development opportunities, resulting in a process of continuous, and sustainable, improvement that creates value over the long-term. We recognize the real importance of promoting a circular product life cycle in which resources are used fully and for as long as possible, and products and materials are recovered and regenerated at the end of their service life. For this reason, the Company offers a range of products able to run on fuels derived from renewable sources and is committed to adopting sustainability criteria from the design stage to develop more environmentally friendly products. To maximize product life, CNH Industrial also offers

its customers a range of remanufactured spare parts, in line with its circular economy approach. In manufacturing processes, emphasis is given to improvements that increase waste recovery and reuse.

Living and working in cooperation with the surrounding area, and collaborating on projects that benefit the community, contribute to enhancing the satisfaction of employees (who often live close to plants) and their sense of belonging to the Company, while bringing economic advantages to both the Company and the community. Projects are measured in three fundamental areas. These areas are: Improving food availability, combating climate change & reducing environmental impact and supporting youth training.

A key priority at CNH Industrial is to improve food availability. In the USA, CNH Industrial supports the FFA (formerly known as Future Farmers of America), an association active in farming education since 1928. In 2018, to further its commitment, the Company chartered its own FFA Alumni and Supporters Chapter<sup>1</sup>, through which employees can engage with students pursuing agriculture degrees and with members of other FFA Chapters nationwide. In 2021, the Company continued to be heavily involved with the FFA. Case IH, New Holland Agriculture, and CNH Industrial Capital continued their Silver Sponsorship of the National FFA Foundation, including its national convention with over 60,000 attendees. Furthermore, employees continued to engage with FFA students at professional development events, and again raised funds towards the purchase of approximately 70 FFA uniforms for students in need.

CNH Industrial also continued its We Care We Share outreach program, holding an educational event at the Thai Sa Kao College of Agriculture and Technology aimed at raising agricultural technology standards in the country while creating a new generation of agricultural experts.

In 2021, given the ongoing pandemic, CNH Industrial continued to support more vulnerable sections of society, including through food where needed. Located near the Company's sites in Racine (USA), the Hunger Task Force Farm yields over 226,000 kilos of fresh produce each harvest season to feed the hungry and create a reliable source of healthy food for its network of food banks. In 2017, the farm added a New Holland Agriculture tractor (donated by CNH Industrial Capital) to its operation. In 2021, the Company made a cash donation to the organization to purchase Thanksgiving turkeys for community members in need, while employees provided additional support by volunteering on the farm.

A key priority at CNH Industrial is to combat climate change, whose negative impact on ecosystems affects the quality of life for people in local communities and consumer choices. The Company has initiated several projects to tackle this global issue, which are also aligned with SDG 13 'Climate Action'. These projects are increasingly focusing on reducing the environmental impact of Company plants, including on local communities, and on helping protect the latter against the effects of climate change such as desertification, water scarcity, and the loss of biodiversity. Other initiatives are in place to promote responsible behavior to minimize environmental impact. Participation in the projects associated with this key priority allows CNH Industrial's brands to enhance their profile and increase their visibility among potential customers and strengthens Company employees' sense of belonging.

At CNH Industrial, a key priority is to engage local communities. To this end, and in line with stakeholders' expectations, the Company prioritizes initiatives that support local community development, especially youth training. In addition to the awards and scholarships given to employees' children, the Company works hard to promote young people's education by collaborating with private and public institutions and other stakeholders. Projects are also aligned with SDG 10 'Reduce inequality within and among countries', as they promote training in Emerging Markets with the aim of developing qualified potential recruits for the Company's sales and service networks.

TechPro2, a joint project with schools run by the Don Bosco Salesian Society, aims at training mechatronics specialists to meet a growing demand for skilled personnel, thus offering young people greater employment opportunities – especially within the Company's sales and service network. Training includes theory and hands-on learning at Salesian centers, followed by targeted internships in the field. The goal of TechPro2 is two-fold: on the one hand, to ensure students have a future vocation; on the other, to enhance the quality of specialized technical assistance for the brands' products while meeting the demand for qualified technicians at authorized dealers and workshops. The Company provides expertise by training the teachers, who pass on the knowledge to the classroom students. It also offers financial aid, tools, and essential parts (such as complementary vehicles, engines, drives, and diagnostic tools) for classroom training and practice.

CNH Industrial believes that operating in a socially responsible and ethical manner,

		<p>and in compliance with the laws of the countries in which it operates, is crucial to its long-term success. The Company's Code of Conduct summarizes its policies on various compliance and ethics issues (such as conflicts of interest, corruption, competition, and health and safety). Such policies reflect, among other things, the Company's commitment to adopting fair employment practices, ensuring safety in the workplace, supporting, and fostering environmental awareness, and respecting the communities in which it operates, in compliance with applicable laws. The Company is also committed to the creation of long-term sustainable value for all its stakeholders and is firmly convinced that respect for fundamental human rights and for basic working conditions is a prerequisite to achieving this. The Board of Directors is responsible for creating a culture that fosters such long-term value creation – a task that requires compliance with all applicable laws. To this end, and to clarify and make explicit the Company's values and expectations, the Board has adopted both a Code of Conduct and a Supplier Code of Conduct.</p> <p>Our vast network of CNHi dealers 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 to get to receive the max. performance and efficiencies out of their products. The customers can also purchase OEM parts from our dealer network to support the members and to ensure their equipment obtains the max. amount of run time. Our financial services to the members include leasing options and extended warranties which are handled directly at the dealership. Members who are on a budget can rent or demo equipment from the dealership. The equipment will be a unit that has not been retailed and comes with full warranty (less than 250 hrs) or pro-rated warranty (if the unit has over 250 hrs). 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.</p>	
11	What are your company's expectations in the event of an award?	<p>When CNH Industrial is awarded the Sourcewell contract, we expect to continue to achieve an overall sales growth of over 10%. Throughout the pandemic and component parts not reaching our plants in a timely manner, we still saw growth in our Sourcewell contract. We plan to continue this growth cycle in 2023. CNH Industrial announce a culture transformation where everyone's voice will be heard. We have five new beliefs Customer first, grow together, one team, make it simple, be the best. This is exactly what we are planning to do with this contract. We want our customers to walk into our dealerships and be heard. Get the product they want and make it an effortless process with Sourcewell. We will continue to partner with Government Solutions Team (GST) where we have done more training in 2022 and plan to continue to follow that process in 2023. Their training includes web training, ride-a-longs to help educate the sales teams and the customers in addition to training new or re-train dealers within their first 60 days. Additional emphasis will go to getting our dealers to attend GTKU's and universities to round out their knowledge of the contract and how to use it to drive the contract's need. 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.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>CNH Industrial reported strong full year performance in 2021, its final year of operations as a combined Off- and On-Highway entity. We delivered consolidated revenues of \$33.5 billion, up 29% from the previous year. Both our adjusted EBIT from our Industrial Activities at \$2,086 million(1) and our full year Net Income at \$1.8 billion (which translates to \$1.28 in earnings per share) were the highest in our Company's history. Market driven volume and disciplined pricing were key drivers of our record earnings, alongside the team's successful execution, which they achieved while often managing very challenging supply chain and logistics issues. We also recorded another very strong year for positive free cash flow of Industrial Activities(1), at over \$1.8 billion as our operational execution improved. For additional information see our Annual Financial Report 2021</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Model Year 2021 CNH Industrial market share 9.5%</p> <p>Case Construction 7.9%</p> <p>New Holland Construction 1.6%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Model Year 2021 CNH Industrial market share 12.6%</p> <p>Case Construction 12.1%</p> <p>New Holland Construction .5%</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*

<p>16</p>	<p>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?</p>	<p>CNH Industrial is the manufacturer of the equipment offered in this proposal. Our sales and service force is provided through our network of 1107 North American dealers. Our dealerships are independently owned and operated so they are positioned to provide sales and post support for our customers. Through the post-sale support our dealers offer parts and service. CNH Industrial imposes strict contract regulations and standards (Pinnacle), to hold dealers accountable for all interactions a customer has. This would include sales, service, parts, marketing, and operations.</p>
<p>17</p>	<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 adopts the World Class Manufacturing (WCM) management system, a program for innovation based on continuous improvement, developed to eliminate all types of waste and loss through the rigorous application of specific methods and standards (see page 165). Given the customers' demand for ever-higher quality and the level of excellence required by the WCM, the focus is on the quality of every aspect of the manufacturing process, which has led plants to also adopt a quality management system compliant with ISO 9001. As of December 31, 2021, 57 CNH Industrial plants were ISO 9001 certified, collectively accounting for 98% of revenues from sales of products manufactured at the Company's plants<sup>1</sup>. To achieve its quality standards, CNH Industrial devised a robust supply chain management process (see page 151) to ensure the procurement of quality components, which are essential to produce vehicles that meet the high standards demanded by customers. CNH INDUSTRIAL completed an initiative, known as Technology Days, gives suppliers a chance to display their innovative products in terms of innovation, technology, and quality, while addressing specific topics and sharing information on recent technological developments. In 2021, the event was as always attended by CNH Industrial employees but held virtually. As of December 31, 2021, 220 supplier plants had adopted the World Class Manufacturing (WCM) program, with no increase compared to 2020 due to pandemic-related restrictions and strategy changes to the WCM supplier program itself. The WCM adoption process entails several activities that take place in two distinct yet equally important phases, and that are meant to provide suppliers with the necessary knowledge to apply the intrinsic concepts of Lean Production. Firstly, various training sessions led by CNH Industrial's WCM program specialists are delivered to suppliers. Secondly, supplier WCM teams are given the opportunity to visit selected CNH Industrial plants to learn about the Company's best practices.</p> <p>Safety is a priority across the Company, as evidenced by the compliance of management systems with the ISO 45001 international standard, as well as with the continuous improvement principles of World Class Manufacturing (WCM) and its specific Safety pillar (see page 165). CNH Industrial's approach to occupational health and safety is based on effective preventive and protective measures, implemented both collectively and individually, aimed at minimizing risk of injury in the workplace. The Company endeavors to ensure optimal working conditions, applying principles of industrial hygiene and ergonomics to managing processes at an organizational and operational level. Additionally, it adopts the highest standards in the countries in which it operates, even where regulatory requirements are less stringent, believing this to be the best way to achieve excellence. In addition, the central Environment, Health, and Safety (EHS) function (which serves as a reference point for sustainability) coordinates and manages health and safety issues as per CNH Industrial's Health and Safety Policy. It periodically verifies performance against targets, proposes new initiatives, and defines health and safety policies. The Company's certification of its occupational health and safety management systems as per the ISO 45001 international standard is voluntary and covers 58 CNH Industrial manufacturing plants worldwide, accounting for 45,521 employees. In 2021, the Company completed its transition to the new ISO 45001:2018 Occupational Health and Safety Management standard, which supersedes the OHSAS 18001:2007 standard. Certifications are awarded by accredited international bodies (in turn continuously and rigorously monitored by other international organizations) that review and certify the high levels of reliability and of operational and procedural standards. In 2021, the occupational health and safety management systems at some non-manufacturing sites were ISO 45001 certified, accounting for 5,684 employees at 12 different sites and locations. In total, 70 CNH Industrial sites worldwide (manufacturing and non-manufacturing) are now ISO 45001 compliant – covering 51,205 employees (about 75.9% of the employees within the reporting scope), 5,388</p>

		<p>contractors, and 7,190 agency workers (representing, respectively, 97% and 91% of the relative populations within the reporting scope) – as are all joint venture plants in which CNH Industrial has at least a 51% interest.</p> <p>World Class Manufacturing (WCM) data (see page 165) relates to 51 plants, representing 99% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>. Occupational health and safety data (see page 82) relates to 66,129 employees, or about 98% of the workforce within the reporting scope. There are 58 ISO 45001 certified plants, accounting for 95% of Company plants and representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>. Information on environmental performance (including VOC<sup>5</sup>, water, and waste) and management systems (see pages 167; 170) relates to 54 fully consolidated plants, accounting for 89% of Company plants and representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>. There are 58 ISO 14001 certified plants, accounting for 95% of Company plants, representing approximately 100% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>, and relating to 44,682 employees (or about 97% of the workforce at the plants within the reporting scope<sup>4</sup>). Information on energy performance (including CO<sub>2</sub>, NO<sub>x</sub>, SO<sub>x</sub>, and dust emissions) and management systems (see pages 171; 179; 181) relates to 55 fully consolidated plants, accounting for 90% of Company plants and representing 99.7% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>. There are 54 ISO 50001 certified plants, accounting for 89% of Company plants, representing 99.5% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>, and relating to 44,146 employees (or about 95.5% of the workforce at the plants within the reporting scope<sup>4</sup>).</p> <p>Moreover, there are 57 ISO 9001 certified plants, accounting for 93% of Company plants, representing 98% of revenues from sales of products manufactured at CNH Industrial plants<sup>4</sup>, and relating to 44,256 employees (or about 96% of the workforce at the plants within the reporting scope<sup>4</sup>).</p> <p>CNH Industrial also holds its suppliers to a high standard in human resources and sustainability. Please see the attached files for CNH Industrial’s Sustainability Plan and Supplier Code of Conduct for more information.</p>
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	CNH Industrial has not been Suspended or debarred

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>CNH Industrial (NYSE: CNH INDUSTRIAL / MI: CNH INDUSTRIAL) received a 2022 Manufacturing Leadership Award for outstanding achievement in the Sustainability Leadership category, which honors manufacturers that are shaping the future of the sector through digital transformation. This is the third consecutive year that the Company has earned recognition from the Manufacturing Leadership Council, which is a division of the National Association of Manufacturers.</p> <p>CNH Industrial’s award-winning project, Smart Pretreatment for the Paint Shop, was executed by the manufacturing team at the Case IH and STEYR agricultural production plant in St. Valentin, Austria. The project enhanced operator safety while ensuring optimum paint quality and sustainable use of additives.</p> <p>The T6 Methane Power also won the prestigious Sustainable Tractor of the Year 2022 award at the EIMA International<sup>4</sup> trade show held in Bologna (Italy), assigned by a jury panel of top European journalists specializing in farm equipment.</p> <p>Other awards include Innovative Iron for our DL550 Compact Dozer loader in 2022, Top 100 in 2022 for DL550 Compact Dozer loader, TV620B CTL, E. Series Excavators. Top 50 award in 2022 for TV620B CTL. This is just to name a few. Please see entire list in attached documents.</p>

20	What percentage of your sales are to the governmental sector in the past three years	<p>Case Construction -</p> <p>2021 –14%</p> <p>2020 –15%</p> <p>2019 –20%</p> <p>New Holland Construction -</p> <p>2021 – 9%</p> <p>2020 – 10%</p> <p>2019 – 20%</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>CNH Industrial Construction brands does not have the capability to pull out the educational percentage, but it is calculated into our sales to the government below.</p>	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Holland Construction (CE) Contract Sales</p> <p>Sourcewell CE Contract</p> <p>2019 \$2,906,112</p> <p>2020 \$2,125,345</p> <p>2021 \$3,851,787</p> <p>Michigan CE contract no sales from 2019-2021</p> <p>Pennsylvania CE</p> <p>2019 &lt;\$200,000</p> <p>2020 &lt;\$300,000</p> <p>2021 &lt; \$400,000</p> <p>Ohio CE</p> <p>2019 \$158,736</p> <p>2020 \$206,926</p> <p>2021 \$98,665</p> <p>Iowa CE</p> <p>2019 \$59,043</p> <p>2020 \$104,200</p> <p>2021 &lt;\$100,000</p> <p>State of Louisiana</p> <p>2019 \$330,000</p> <p>2020 \$0</p> <p>2021 &lt;\$100,000</p> <p>State of Georgia</p> <p>2019 \$0</p> <p>2020 \$170,000</p> <p>2021 &lt;\$100,000</p> <p>NASPO</p> <p>2019 \$303,000</p> <p>2020 \$150,000</p>	*

		2021 \$351,000 BuyBoard 2019 \$938,000 2020 \$547,000 2021 \$331,000 HGAC – No Activity  Case Construction Contract Sales Sourcewell Case Construction contract 2019 \$24,000,000 2020 \$18,000,000 2021 \$11,000,000 State of Michigan Case CE 2020 \$ 176,027 2021 \$ \$82,070 2022 \$ \$321,663 NASPO Case Construction Contract 2019 \$1,200,000 2020 \$1,600,000 2021 \$2,240,000	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CNH Industrial Construction brands do not hold any of these contracts.	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
Erie Water Works	Ann Whipple	814-870-8016	*
State Procurement Standards Analyst, OH	Stephanie Klingler	614-387-1130	*
Central Procurement-Enterprise Sourcing – MI	Yvon Dufour	517-249-0455	*

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *		Dollar Volume Past Three Years *	
na	Government	Indiana - IN	Mowing	YR	QTY	2019	\$ 112,418
				2019	1	2020	\$3,064,492
				2020	21	2021	\$2,083,958
				2021	11		
na	Government	New York - NY	Mowing	YR	QTY	2019	\$4,405,899
				2019	25	2020	\$5,039,273
				2020	28	2021	\$ 0
				2021	0		
na	Government	BC - British Columbia	Mowing/snow removal	YR	QTY	2019	\$1,510,557
				2019	10	2020	\$ 951,797
				2020	6	2021	\$1,353,325
				2021	6		
na	Non-Profit	ON - Ontario	Mowing/snow removal	YR	QTY	2019	\$3,647,150
				2019	16	2020	\$ 0
				2020	0	2021	\$ 137,142
				2021	1		
na	Government	South Carolina - SC	Mowing	YR	QTY	2019	\$2,391,487
				2019	19	2020	\$1,064,046
				2020	8	2021	\$ 771,893
				2021	6		

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

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

Line Item	Question	Response *
26	Sales force.	CNH Industrial 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 New Holland Construction Field Sales team is comprised of 5 Region Sales Directors, 44 Territory Business Managers, 5 Business Sales Specialists, 5 Dealer Development Managers, 8 Regional Product Specialists and 40 Technical and Specialty Field Managers. Case Construction is made up of 3 Regional Sales Directors, 21 Field Sales Specialist, 10 Business Managers, 6 Sale Support Managers, and 2 Product & Application Training Specialist. Each independent CNH Industrial dealer supports its local customer base with its own sales, product support and service personnel.

27	Dealer network or other distribution methods.	<p>Case Construction and New Holland Construction has a dedicated dealer network strategically located across North America, and we are continually looking to see where new locations can be opened. Our dealer locations are fully trained and dedicated to sell and support Case Construction and New Holland Construction products covered in this RFP. 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 organizations such as Scouts, 4-H, Ducks Unlimited, etc. The efforts and plans of GST to engage New Holland construction dealers from the top down carries the value of our Sourcewell contract through to these community officials who need to purchase equipment efficiently.</p> <p>Our company supports our dealer network with professional Field Service Managers. Each dealership is staffed with parts and service personnel trained to support the products in their area of responsibility. Our company supports the entire United States, along with Hawaii, Alaska, and Canada. Our dealer service personnel are factory trained as well as have access to "Assist," a technical database that helps technicians quickly diagnosis failures through CNH Industrial technical advisors and fellow dealers. We have further support by the Customer Care contact phone numbers: New Holland Construction 1-888-365-6423 and Case Construction 1-866-542-2736.</p>	*
28	Service force.	<p>Our Field service force is comprised of employees as well as third party employees of our dealer network that covers the US and Canada. All employees must meet annual service training requirements provided on-site by our company, including our service school and online technical training program. Our Field Service force are fully focused on the service of CNH Industrial through our Dealer Networks to the end user. Each one of our independent 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 they need so they are a well- rounded team when it comes to the members.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>CNH Industrial ordering process will be handled by our dealer network. The members will go directly to their local dealership when the PO is approved. Their local dealer will then place the order through the eEquipment program which then is sent to the plant and our Order Management department. From there it will be placed into a production schedule. Dealers can monitor the orders from eEquipment to see when the product will be scheduled and when it will be shipping.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer service begins with our dedicated dealer network. Each one of our dealerships is fully trained and supported by CNH Industrial so they are committed to immediately addressing all customer needs. Each one of our brand dealerships is supported by the Corporate Customer Service team, "Assist" and factory training.</p> <p>CNH Industrial interacts with and assists its customers to give them an experience that meets their expectations. The Company's Customer Care departments specialize in developing, managing, and promoting customer service solutions, fostering long-lasting relationships, and satisfying customer needs and expectations. Customers may request information or report an issue via the brands' websites, toll-free numbers, smartphone applications, or via email – 24 hours a day, 7 days a week. Customer Care staff manage the entire process, from initial customer contact to final feedback to the customer, ensuring resolutions in the timeliest manner.</p> <p>New Holland Construction's incentive program is the Dealer Standards Program. CASE Construction Equipment's incentive program is the Partnership Program. These programs are designed to assess dealers and reward best-in-class performance across a wide range of operational and performance criteria.</p> <p>Case Construction provides the Tomahawk Customer Center which has been serving its customers for more than 60 years. Sitting on more than 500 acres in Wisconsin's Northwoods, the CASE Tomahawk Customer Center is a premier year-round demonstration facility and business retreat. Enjoy a fully interactive experience with personalized training, state-of-the-art product demonstrations, hands-on equipment operation, and a healthy dose of our trademark hospitality. Like our company and our dealers, our Tomahawk staff is here to provide you with expert guidance and education to help you make informed operating and maintenance decisions</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>CNH Industrial has been selling and servicing members in the United States through our Sourcewell contract for 12 years. We offer a full array of Construction products and services through our network of local dealers.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CNH Industrial has been selling and servicing members in Canada through our Sourcewell contract for 12 years. Our company offers a price book series in Canadian dollars. We also offer a full array of Construction products and services through our network of local dealers. Our financing and leasing teams live in Canada. This ensures the members are working within the regulations of the Canadian rules. With the assistance of Sourcewell and Canoe Procurement Group and GST, we are expanding our marketing and training efforts and dealer presence throughout Canada. There is a scheduled webinar with Canoe Procurement Group in March 2023.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	CNH Industrial will be serving all locations of the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CNH Industrial will be serving all Sourcewell and CANOE Procurement Group of Canada members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	CNH Industrial will service all of Hawaii, Alaska, US, and Canada in all market segments. Shipping and delivery expense calculation method will be used for offshore transactions, Alaska, and Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We will promote Sourcewell to our sales team and government dealers of over 1,000 to our customers. Our sales teams will attend regional training, webinars or in-person training. They will then help to promote and work through a potential sale through the Sourcewell contract with the local dealership. Our dealers will be trained by CNH Industrial government sales manager or their territory business manager. On-insight training, webinars or phone calls can be completed for training. We also have a partnership with Government Solutions Team for New Holland Construction that will also conduct webinars and on-sight training. We want our dealers to have a vast amount of support and success while being trained on the contract. 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 Canoe Procurement Group to provide marketing materials to the dealers. This material is also used by the dealers for customer visits, shows and other events where our brands and the contract are being promoted. New Holland Construction is also in the process of updating the Buyer's Guide that promotes our products to our government customers. We list our cooperative contracts at the back of the guide. This guide will be distributed to our dealers which in turn will provide to their customers. I have provided a picture of the back page for reference.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	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 a dedicated website for our products and services. New Holland's website allows prospects to build equipment to their specifications, locate dealers and have direct contact information to each government representative. Case Construction website allows prospective customers to locate dealers. 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. By doing this, it keeps our brands at the top of our prospects' minds. We also utilize data from the Association of Equipment Manufacturers (AEM) on governmental and non-profit sales. The data shows sales activities and high-density sales areas. This also allows us to understand our effectiveness in the marketplace compared to our competitors. We also have a governmental bid service. By investing in this service it allows for an advantage over our competitors and directs opportunities to the Sourcewell contract. This also allows us to see the future requirements of a member so our dealers can reach out and build a relationship with them and offer the Sourcewell as a solution to their bid process. We also conduct training and post videos online to reach a maximum audience and to keep our teams "in the know" as soon as possible. We want to get the information out quickly, so our members have the most current information. New Holland Construction government sales managers along with GST work with our teams daily through these trainings, videos, and emails to help them understand their market and the opportunities that exist.	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We expect Sourcewell to promote the contract through social media, digital media, shows and events. Also, to allow members to easily locate our contracts on the landing page on Sourcewell's website and keep the member's list current. Communicating how the contracts are adopted and by whom is another significant role Sourcewell can provide. The H20 conference is an excellent tool where vendors can come together and share lessons learned, wins and best practices. When members contact Sourcewell, we expect them to directly thank them, answer any questions they have, and provide our contract information to the members. We would like our contract manager to follow up with an email or call to us on who called and their contact information and what was needed. This will allow us to continue the sales process by reaching out to them and showing them, we have a team with Sourcewell and CNH Industrial.</p> <p>We will continue to train our Territory Business Managers and dealers at our sectional and regional CNH dealer and sales meetings on this contract. We will continue to educate our dealers through webinars, phone calls and in-person training. When the contract is awarded, we will be sending out a letter with the new matrix to our dealers letting them know of the newly awarded contract. New Holland Construction will also be utilizing the GST team to train our members on the contract. They have a novel approach on touch points with the dealers during training. Our dealers are notified in several diverse ways through mail, email, and phone calls which then leads up to training. The focus does not stop after the training. GST continues to contact them after that process, so we do not lose touch with them. GST provides our dealers with a listing of Sourcewell members located in their area.</p> <p>This contract is particularly important to each one of our brands and is highly expressed to our CNH Industrial employees and dealers. Therefore, we have continued to grow the contract even through the Covid period. We plan to stay the course and continue with our message to our employees and dealers which is, "you should not have to bid for low dollars or a product you do not want, use Sourcewell and get what you deserve."</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Not now. 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 produce 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 *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We hold 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 dealership.</p>

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>New Holland Construction has announced the E15X first electric vehicle which has no air or sound pollution.                  New Holland Construction included an 8" LCD Multifunction Display in the 300 Series Skid Steer Loader and Compact Track Loader products. This brings the operator input and functionality to another level over what we had in the past. Particularly, the addition of a factory fit reverse camera, and improved EZ EH control adjustability.                  Meet the CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Construction Universal Machine Control allows you to use the precision construction technology you prefer*. It's compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude and intelligence to stake a claim as the industry's most versatile and powerful compact machine.                  Minotaur demonstrates CASE Construction's commitment to delivering real-world innovation rooted in customer need. With 29 patents**, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality.</p> <p>THE INDUSTRY'S FIRST FULLY ELECTRIC BACKHOE LOADER — THE CASE 580 EV                  The CASE 580 EV (electric vehicle) delivers backhoe power and performance equivalent to its diesel counterpart while also providing instant torque, lower jobsite noise, lower daily and lifetime operating costs, reduced maintenance demands and absolutely zero emissions. This will be anticipated to launch in 2024.                  The CASE 580 EV Delivers Ultimate Power and Sustainability</p> <ul style="list-style-type: none"> <li>- Zero Emissions: Lower your carbon footprint and achieve incentives/greater consideration for new projects with electrified additions to your fleet.</li> <li>- All the Performance: The battery separately powers the drivetrain and hydraulic motors, resulting in hydraulic breakout forces equal to diesel-powered machines and improved performance during simultaneous loader and drivetrain operation.</li> <li>- Long-Lasting Power: The machine's lithium-ion battery provides enough power for the typical 8-hour workday.</li> <li>- Lower Operating Costs: Save as much as 90 percent in annual vehicle, fuel, and maintenance costs.</li> <li>- Classic CASE Performance: The 580 EV retains the precision and efficiency of diesel-powered CASE backhoes with features such as ProControl, which allows for extremely precise boom movement and placement, as well as Comfort Steer, which significantly improves steering while working in tight quarters or in truck loading operations.</li> </ul> <p>The CASE CX15 EV (Electric Vehicle) is a 2,900-pound mini excavator powered by a 16-KW electric motor — it features retractable tracks that get machine width down to about 31 inches for going through doors and working in confined spaces. It can also work close to structures and obstacles with a minimum swing radius design. The 21.5 kWh lithium-ion battery is charged either by the 110V/220V on-board charger, or via an external rapid charger that can have the machine charged extremely fast, typically within 90 minutes. Depending on the type of work, unit will provide enough power to work through a full eight-hour workday.</p>
<p>42</p>	<p>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>	<p>In compliance with its Environmental Policy, CNH Industrial is committed to minimizing the environmental impact of its ICT activities by using energy-efficient products and solutions. Indeed, the Company implemented the Green ICT plan precisely to reduce energy consumption and CO2 emissions. In 2021, approximately 8,200 personal computers and 1,083 technical workstations were replaced with new equipment featuring more efficient power supply units, optimizing the consumption of electricity drawn from the grid. The Company also replaced around 1,100 computer monitors with new units that comply with environmental requirements regarding product energy consumption and efficiency, the use of hazardous substances, recyclability, packaging materials, and low-impact manufacturing methods.</p> <p>Within the scope of Brands4Sustainability3, CNH Industrial supported a project called Capri Circolare - A Sustainable Tourism Model, an in-depth analysis of potential areas of intervention to position the island of Capri at the forefront of environmental sustainability. The goal is to turn Capri into a green destination by developing a model that promotes a circular economy and the implementation of good practices to protect the local region, resources, and biodiversity. In Córdoba (Argentina), IVECO created an Ecological Island where carpenters use recycled materials to make parts that are then used in various plant production and logistics processes. In broad terms, the company applied the 5Rs of waste management (refuse, reduce, reuse, recycle, recover) to enable the reuse of approximately 4,800 kilos of reclaimed wood and around 3,600 kilos of corrugated plastic per year. The Company also contributed to creating policies in support of alternative fuels – and a circular economy – in the agriculture sector, particularly promoting the use of biomethane and Agriculture 4.0 programs through specific initiatives in many countries. As a long-</p>

standing member of the European Automobile Manufacturers' Association (ACEA), while also holding a seat on its board, the Company has actively contributed to the debate on EU (European Union) policies to lower CO2 emissions and achieve net-zero emissions in the future. Moreover, with a seat on the association's Commercial Vehicles Board, IVECO actively contributed to the discussions on how manufacturers can help achieve the EU's 2050 Greenhouse Gas Emissions (GHG) goal, highlighting the role that both liquid and gas renewable fuels can play in the transition towards net-zero CO2 emissions in transport. As regards light-duty vehicles, IVECO is actively involved in the ongoing discussions and advocacy activities regarding the revision of the post-2020 CO2 emission standard for cars and vans.

CNH Industrial is also a member of the Committee for European Construction Equipment (CECE) and of the European Agricultural Machinery Association (CEMA), trade associations for construction equipment and agricultural machinery manufacturers, respectively. Throughout 2021, the Company collaborated with the associations' committees and project teams to bring forward EU legislation on the safety and environmental aspects of off-road machinery. Following the European Green Deal plan presented by the European Commission, CNH Industrial contributed to further discussions within CECE's and CEMA's High-Level Groups on CO2 concerning ways to reduce GHG emissions and decarbonize both the agriculture and construction sectors in Europe.

CNH Industrial is also a board member of the European Association of Internal Combustion Engine Manufacturers (EUROMOT). In 2021, particularly through its brand FPT Industrial, the Company contributed to the association's activities centered on Non-Road Mobile Machinery (NRMM) exhaust emissions, proposing the creation of a new working group within the association focused on alternative powertrains and advanced energy resources. The aim was to further promote alternative and more sustainable powertrain solutions within non-road sectors as well (such as marine applications or mobile equipment) considering the EU's most recent sustainability and climate goals. The Company holds a seat on the board of the Natural & biogas Vehicle Association (NGVA Europe), which advocates and fosters the use of natural gas and biomethane for transport in Europe. In 2021, in collaboration with several other national associations for natural gas, IVECO and FPT Industrial promoted debate in Europe on natural gas strategy (considering the EU's targets for 2030 and beyond) and its advancement in Europe, in line with EU legislation on the development of natural gas infrastructures.

CNH Industrial is member of the board of Hydrogen Europe, representing the hydrogen and fuel cell industry, national associations, and research centers in Europe, and of the Hydrogen Council, a global initiative among leading energy, transport, and industry enterprises that focuses on the contribution and potential of hydrogen in the transport sector while contributing to policymaking and the ongoing debate, working towards the future commercialization of fuel cell vehicles. In this regard, the Company also participates in the European Clean Hydrogen Alliance, an initiative by the European Commission and Hydrogen Europe that brings investors together with governmental, institutional, and industrial partners, aimed at steering and coordinating the ambitious plan to deploy hydrogen technologies by 2030, and at rapidly upscaling clean hydrogen production and use in Europe.

New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines & Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector in taking on the double challenge of producing sufficient quality food and safeguarding biodiversity.

The importance of sustainable planning to the Company lies not only in time and cost efficiencies, but also in emissions reduction, resource use, packaging management, and, not least, in their indirect impact on human health and traffic congestion. To coordinate its efforts effectively towards improvements in this area, CNH Industrial published its Green Logistics Principles, available on the Company's website; intended to coordinate the Company's initiatives on promoting sustainable behaviors, they help both corporate functions and suppliers effectively monitor their performance and meet improvement targets.

In North America, the Agriculture and Construction segments continued to engage their logistics partners in the SmartWay transport program. Launched in 2003, the program is sponsored by the Environmental Protection Agency (EPA) to improve efficiency, reduce greenhouse gas, and air pollutant emissions along the transport chain. SmartWay provides its partners with a set of EPA-tested tools that help make informed transportation choices, measure, and report CO2 emissions, and improve supply chain efficiency and environmental performance.

More information can be found on our 2021 Sustainability Report

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Several CNH Industrial plants continued to implement initiatives to reduce packaging waste, according to the 5 Rs11 of waste management (in particular, the Reuse principle). Improvement measures involved several plants, including New Holland (USA), Annonay (France), Zedelgem (Belgium), Córdoba (Argentina), and Curitiba, Piracicaba, and Sorocaba (Brazil), reducing overall packaging waste by more than 1,000 tons and saving approximately \$650,000. As per existing guidelines on packaging-waste compactors, aimed at mitigating the environmental impact and management costs associated with waste, CNH Industrial plants continued to reduce the volume of stored waste, thus requiring less frequent collection and disposal services by third-party providers. For example, the plant in Rorthais (France) installed a cardboard compactor, saving over \$9,200.</p> <p>New Holland Agriculture was one of the main stakeholders at the event Seeding the Future of Sustainable Farming: Advanced Farm Machines &amp; Solutions to Deliver on the European Green Deal, a summit organized by the European Agricultural Machinery Association (CEMA) in Brussels (Belgium). The focus was on how digital farming tools, modern farm machines, and farm data management systems will drive the European agriculture sector to take on the double challenge of producing sufficient quality food and safeguarding biodiversity.</p> <p>See all the green initiatives stated on #43. We continue to support conservation efforts with third parties.</p>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>CNH Industrial is proud to partner with Small Business, Veteran Owned, Women or Minority Owned, Native American Owned and other Disadvantaged Business Enterprises.</p> <p>Monroe Tractor 1001 Lehigh Station Road, Henrietta, NY 14667 – WBE Certified noted on website <a href="http://www.monroetractor.com">www.monroetractor.com</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>	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>We are 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. We recognize 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 numerous models in several product lines which speak to understanding member needs and proving them with the correct solution. This is accomplished by our strong dealer network and our field teams working together to help our members define their needs. Our dealers are measured on technical, financial and sales performance levels and maintain certifications to back up these performance levels. Our focus is to align with what our members' needs are while controlling costs. We also have our unique demo/rental program available to members under this proposal. A member can use the product in advance and receive additional discounts if they choose to purchase the equipment. This allows the member to make sure they are getting the right product for the job. New Holland Construction 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 team in the field with getting the Sourcwell contract utilized and talked about. Their ability to speak to the members as a third party has been of great value in successfully helping members understand how to utilize the contract.</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 *	
46	Do your warranties cover all products, parts, and labor?	New Holland Construction and Case Construction covers all products, parts and labor. This is defined in our Warranty and Limitation of Liability agreements for both brands. For Case Construction this is defined in the Dealer Operating guide.	*

47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Both New Holland Construction and Case Construction have items that are not covered such as:</p> <ul style="list-style-type: none"> <li>• Repairs arising from storage deterioration, failure to maintain the equipment, negligence, alteration, improper use of the equipment, collision or other accident, vandalism, or other casualty, or operation beyond rated capacity or specification.</li> <li>• Repairs arising from abuse or neglect, including but not limited to: operation without adequate coolant or lubricants, adjustments to the fuel system outside equipment specifications, over-speeding, improper storage, starting, warm-up, or shutdown practices, incorrect fuel or contaminated fuel, oil or other fluids.</li> <li>• Normal maintenance services, such as engine tune-ups, engine fuel system cleaning, checks, adjustments, shimming, etc.</li> <li>• Replacement of non-defective wear items expected to be replaced during the warranty period, including but not limited to light bulbs, spark plugs, brake or clutch linings, slip clutches, belts, chains, knives, bucket cutting edges and teeth, crawler track pads and track components, crop processing and cutting components, external drive sprockets and chains, soil engaging tools and accessories.</li> </ul> <p>For other items please see the Warranty and Limitation of Liability agreements for both brands.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Case Construction does reimburse on some Heavy Construction products.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Both New Holland Construction and Case Construction dealer network provide technicians for repair and the network covers the entire of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We will cover certain items made by other manufacturers. Certain items are covered by some OEM's such as engines manufactured by Deutz, Kubota, Yanmar, etc. We do not cover warranty for items made by other manufacturers. Coverage detail is provide in the Warranty and Limitation of Liability agreement form which the customer signs at the time of delivery.	*
51	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>- Reimburse for 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</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> </ul> <p>If for some reason defects/failures arise, CNH Industrial will take corrective action under the warranty policy. Returns/Exchanges are not allowed.</p>	*
52	Describe any service contract options for the items included in your proposal.	We do provide services under ProCare Program for Heavy Construction equipment; where a customer receives Extended Warranty coverage, and it includes planned maintenance for 3 years & SiteWatch subscriptions.	*

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30, after receipt of invoice. Acceptable payment methods would be at the local dealer's discretion, but most would accept cash, ACH, Check and P-Card.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcwell members should contact the local CNH brand construction equipment dealer to see what options are available.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	CNH Industrial will administer a matrix that will be published on our Dealer Portal and/or sent to our dealers notifying them of the contract period, products awarded, and discounts off list price so they can quote equipment to members. The sample matrix will be uploaded for your reference. We provide the dealers with a matrix which provides the Sourcwell member with the product, discount off list and pricing available to them.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	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 *
57	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.	<p>We are offering discounts off the product category. The total purchase price will include a discount off the list with freight, setup, surcharge, and any other extra costs associated with the final sale on separate line items.</p> <p>CNH Industrial Discounts off List price:</p> <p>Skid Steer Loaders 35%</p> <p>Compact Track Loaders 32%</p> <p>New Holland Tractor Loader Backhoe 35%</p> <p>Case CE Tractor Loader Backhoe 37%</p> <p>Tractor Loader 32%</p> <p>Compact Wheel Loader 32%</p> <p>Crawler Excavator 32%</p> <p>Rough Terrain Forklifts 32%</p> <p>Compact Dozer Loader 32%</p> <p>Crawler Dozer 37%</p> <p>Heavy Wheel Loader 37%</p> <p>Heavy Excavator 32%</p> <p>Motor Grader 32%</p> <p>Compaction 32%</p>
58	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 discounts are off list price ranging from 32% to 37%.

59	Describe any quantity or volume discounts or rebate programs that you offer.	CNH Industrial does not offer any additional discounts currently. Our local dealers are authorized at their discretion to provide additional discounts.	*
60	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.	The proposed pricing for sourced equipment or services will be "open market." CNH Industrial will provide a quote for each request. Dealers may provide additional discounts at their discretion on the unit in question.	*
61	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 maybe associated with each transaction that dealers may include: -Set-up/pre delivery inspection -Surcharges if applicable -additional manuals -freight -training	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, 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, but CNH Industrial often subsidizes it to remain competitive in the marketplace.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and delivery expenses calculation method will be used for offshore delivery as well as Alaska, Hawaii, and Canada.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do offer the option for equipment to be coded "will call." This allows the customer to pick up the equipment from the manufacturing/distribution points. This can lower the cost of the transaction.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	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 *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to upload documents when they purchase equipment. They will upload the customer's purchase order, dealer's invoice to customer, and authorization letter. Each month Government Sales Manager audits the Sourcewell documents and verifies membership, pricing, discount, etc. Each quarter a report is generated on all Sourcewell sales and sent to the buyer.
67	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.	Market Share is important to our business. Each month we run reports from AEM to understand our position in the marketplace. This report includes total government sales, and from the percentage of government sales going into Sourcewell is determined. Our goal is to continue to grow this matrix in the percentage of government sales to increase Sourcewell sales. We also are looking at our year over year and quarter-over-quarter results in sales volume dollars. This will show us if we are on target for growth vs that of last year's quarter.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	CNH Industrial agrees to continue to pay Sourcewell a 0.75% contract fee. Our contract has continued to grow, which results in profit for all parties involved.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>New Holland Construction Equipment:  <b>MEET YOUR CHALLENGES HEAD-ON</b>  New Holland's ongoing commitment to making the most dependable and innovative construction equipment brings you the 300 Series skid steer loaders. They provide enhanced productivity, comfort and ease, while still delivering outstanding lift and breakout force and rock-solid stability. Customize your machine for your specific demands with a wide array of versatile attachments and options. The patented Super Boom® vertical lift linkage delivers maximum reach at maximum height to allow you to place loads precisely in the center of high-sided truck boxes or hoppers. New Holland Tier 4 Final engines deliver powerful performance, use less fuel and are easy to maintain to decrease your operating costs. The reliable hydraulic system delivers fast cycle times. In-line hydraulic pumps produce less noise and provide extra-smooth operation. Add the optional high-flow hydraulics to run attachments hour after hour. The 300 Series dual-range transmission provides travel speeds of more than 11 mph to save time on and between job sites. It is standard on the L320, L321, L328, and L334. New Holland's long wheelbase gives you stability and smooth riding comfort. A new available creep mode (EH models only) gives you greater control for slow-speed operations like trenching.</p> <p>New Holland's 300 Series loaders make your workday more productive and comfortable with a compact track loader from New Holland. These 60 to 114 gross HP loaders are tough models that deliver incomparable performance and craftsmanship. Whether you are a farmer, contractor, or landscaper, the 300 Series loaders are built to support you and your operation. They hold fast to steep slopes and move easily through muddy or sandy terrain to complete jobs quickly and efficiently.</p> <p>New Holland's D Series loader backhoes represent a huge step forward in operator comfort and productivity while delivering Tier 4 Final emission compliance without compromise. A new cab design featuring 10% more space, new rear side windows, vastly improved clearance when turning the seat for backhoe operation, and hugely improved in-cab storage capacity guarantees an enhanced operator experience and increased operator productivity. Many customers need a loader that offers the versatility to do a lot more than just move bulk material, including grading and leveling as well as grabbing heavy items like tree trunks and concrete pillars. They also need a tractor unit offering the traction and power to push materials into place or out of the way. With a 4-in-1 bucket, a D Series loader backhoe delivers exceptional performance with just a single attachment. Choose a 6-in-1 bucket and you have the option to flip down adjustable pallet forks for handling palletized loads without a dedicated vehicle. The backhoe can be equipped with a wide choice of buckets to match excavation, water-course clearance, trenching and other demands. You can also fit post hole diggers, hydraulically extendable dipper and countless other tools. The long, nearly 23-ft. reach of both the standard and telescopic dipper allows digging depth comparable to many conventional dedicated excavators. Add the new updated cab featuring a new heated seat and up to ten LED lights and exterior side lights on the cab roof, and there are no performance compromises with a New Holland D Series loader backhoe.</p> <p><b>CLASS-LEADING POWER AT BUCKET AND HITCH</b>  The U80D tractor loader from New Holland delivers 74 gross horsepower of clean power with its Tier 4 Final certified engine. You get responsive power at both bucket and hitch, so the U80D pays its way by loading, stacking, scraping and leveling. Add the Glide Ride option, and the boom cylinders become the equivalent of giant shock absorbers to stabilize the load while traveling. The curved-arm loader linkage provided on the U80D tractor loader provides hydraulic bucket leveling for less spillback, as well as excellent reach at maximum dump height for truck loading. The unique reverse-mounted loader arm cylinders give you maximum bucket breakout force and superior dump speed on the bucket. Rugged Class II three-point hitch with controllable down pressure provides excellent scraping and leveling performance. The synchromesh transmission with power shuttle gives you smooth control and easy forward-reverse shuttling.</p> <p>New Holland compact wheel loaders do more than load. With dependable engine and hydraulic power and a choice of buckets and attachments, you can easily scrape, grade, haul and more. Z-Bar linkage design provides maximum breakout force, digging and lifting power for high-production load-and-carry applications. For applications where self-leveling is needed, like forklift work, consider the W50C TC Tool Carrier model. A stable compact design allows you to work and maneuver easily in restricted spaces. A lower machine height and lower center of gravity increases the stability of New Holland compact wheel loaders so you can lift and move larger loads, travel smoothly and quickly, and operate with more confidence.</p>

You can work next to buildings, foundations, and roads with greater confidence in a New Holland Construction C Series compact excavators. They combine power, performance, and versatility to make the very most of every minute of your day. C Series excavators deliver big digging and grading performance with SAE bucket breakout forces up to 8,490 lbf and dig depth up to 12.5 feet. Their compact design and zero/short tail swing mean you can dig, fill, and grade in the most confined, congested areas. You can offset the excavator boom left or right within the operating range to match the situation. The C Series also offers more ground clearance and excellent dozer blade lift height for maneuvering and working in tough conditions. With seven models from 1.7 to 6 tons, there is nothing small about the performance of New Holland compact excavators. All models offer an increase in horsepower compared to previous models, powered by quiet, fuel-efficient Tier 4 Final engines up to 66.9 horsepower. Ease and comfort equate with operator productivity, so the wide C Series cab is designed for spaciousness, all-around visibility, comfortable seating, and smooth control. New Holland's Auto Shift traveling system automatically downshifts when load increases to enhance travel torque on slopes and in difficult conditions, then shifts back up to secure a faster travel speed after the load decreases. The Auto Idle system activates when you are not using the operating levers to improve fuel efficiency.

#### Case Construction Equipment:

The CASE B Series skid steers build on more than 50 years of engineering and field experience to provide the most intuitive operator experience and comfortable working environment ever built into a CASE skid steer — including an eight-inch LCD multi-function display and simple electro-hydraulic controls. The design simplifies operation and puts more power and control into the hands of the operator. Match that with productivity-enhancing horsepower and torque, powerful auxiliary hydraulics, and industry-leading visibility — and CASE B Series skid steers allow you to get more done every day.

The CASE skid steer lineup features the sizes, lift patterns, power, and emissions solutions to match any application. Five radial-lift and three vertical-lift skid steers across numerous horsepower and size classes ensure that you will find the right solution for your operation. CASE B Series skid steers also provide operators with the most feature-rich operator experience ever found in a CASE skid steer, including electro-hydraulic controls, "Creep Speed" functionality, an automotive-style information display with improved fault codes and troubleshooting, as well as Economy Modes with engine protection. The eight-inch LCD multi-function display serves as the command center for the machine and includes the industry's only backup camera visible in a split screen display with machine data.

The CASE B Series compact track loaders offer a completely re-imagined operator interface and environment to simplify operation and put more power and control into the hands of the operator — including an 8-inch LCD multi-function display and simple electro-hydraulic controls. Match that with industry-leading visibility, productivity-enhancing horsepower and torque, extreme attachment versatility, and lift geometries and size classes to meet every demand — and CASE B Series compact track loaders have the strength and performance to handle your toughest jobs. Jobsite productivity and awareness are driven by industry-leading visibility — further improved with the backup camera and a cab-wide rearview mirror. Operators have the industry's best perspective of the job through large front and side windows, a low entry threshold for greater visibility down to the bucket, a low sloping rear hood and 360-degree lighting.

CASE backhoe loaders – extra power when you want it, precise control where you need it and a sophisticated-yet-simple machine that needs less from you to get more done, more quickly. When your backhoe legacy dates to the world's first fully integrated production backhoe loader, you know they are expected to do everything. So, you engineer them to be stronger and more responsive, roading, loading, or digging. That is the Tier 4 Final N Series backhoe. Give your backhoe a shot in the arm. At the push of a button, Power Boost provides a temporary surge of power – up to 8% more breakout – without decreasing RPMs (Revolutions Per Minute) so you can quickly muscle through obstacles and tough or frozen ground. (Not available on 580N EP or 580N backhoes).

The CASE 570N EP tractor loader combines unbeatable lifting strength, ground speeds as fast as 24mph, and user-friendly features to provide contractors with a skip loader that is impressively cost effective, and incredibly easy to own and operate. It is available with a rear 540-RPM PTO (Power Take Off) or 3-point hitch, as well as a hydraulic front quick coupler for optimal versatility. The CASE 570N EP tractor loader has a full height lifting capacity of 6,503 LB., giving you more than three tons of lifting strength to move, load and stock more piles, palletes, and material. Loader arms have heavy-duty in-line parallel linkage with a solid thru-pin design, dual bucket cylinders and a standard material retention feature to evenly transfer bucket stress up and through full dump. It all works together to provide faster cycles with less spillage.

The enhanced CASE G Series wheel loaders simplify operation through a touchscreen display and give operators even greater control with adjustable electro-hydraulic controls, optimized power modes and programmable configurable buttons near the joystick. These buttons put your most common settings and functions mere inches away from the joystick, further simplifying operation. All while delivering — and improving — the power, productivity, and efficiency you already expect from CASE G Series wheel loaders. Extreme fuel efficiency, lower engine operating temperatures and a no DPF/no regen emissions solution are matched with features designed to shorten cycle times, increase uptime, and make you even more efficient. An optional, factory-integrated payload system drives greater accuracy and loading efficiency in operations from quarries and job sites to feedlots and supply yards — and makes the investment/deployment in a payload system entirely turnkey (no separate financing/installation/etc.).

C Series motor graders expand the CASE lineup with well-equipped models ideally suited for small-to-mid-size grading operations for municipalities, road maintenance and general construction. Their SCR-only Tier 4 Final engine solution delivers fuel-saving performance with minimal cost or maintenance from the operator and with the product assurance of ProCare, ownership and upkeep has never been easier. Models come standard with the productivity-boosting features operators want and are available as standard drive or AWD, and as machine control-ready for integrating into precision fleets. C Series graders deliver smooth, automatic shifting thanks to an Ergopower transmission and torque converter. And with the hydraulic differential lock and automatic power splitting, torque is instantly transferred from a slipping tire to one with more traction, providing constant traction without throttle adjustment necessary.

The CASE H Series rough terrain forklifts get it done smoother, easier, and faster. With fast lifting speeds, roading speeds of up to 24 mph (38.6 km/h), lifting capacities of up to 8,000 lbs. and a slew of unique features that keep loads level and forklift operators comfortable, these high-performance, Tier 4 Final forklifts truly do raise the bar. Rough terrain forklifts are designed for two things: lifting and moving loads. We have engineered the H Series forklifts to be the best at both. With lifting speeds of 107 feet per minute and roading speeds of 24 mph, you will be able to raise, haul and place quicker to finish the job faster.

The all-new E Series excavators build on that legacy with seven new models - including two new class sizes - designed from the ground up to revolutionize the operator experience through laser focus on the things operators care about most: reliability, cab comfort and performance. We give you a full line-up of solutions for every size and type of jobsite, whether you are trenching in open fields or working a single lane on the highway. And the growing list of OEM-fit machine control technologies available throughout the new E Series lineup shows our commitment to always delivering improved performance, precision, and profitability.

The CASE M Series dozers are among the most powerful and efficient — and now even more precise with factory-fit machine control. This makes it easier than ever to get into machine control and to experience its benefits: increased productivity, improved performance, and reduced wear-and-tear on your dozer fleet. Match that with industry leading power, extreme visibility to the work area, an intuitive operator interface/experience, and the full support of CASE and its dealer network — and CASE M Series Dozers will drive your success from heavy bulldozer work to fine grading. It is all about the drawbar pull — and the tractive effort and related pushing power it creates. CASE M Series dozers provide best-in-class drawbar pull (varies by model), and a powerful and robust undercarriage with a variety of track and extended life options to meet your pushing needs.

CASE Minotaur™ DL550 — an all-new, industry-first equipment category: the compact dozer loader. The integrated C-frame delivers true dozer performance and the agility and finesse of a loader. CASE Universal Machine Control allows you to use the precision construction technology you prefer\*. It is compatible with hundreds of attachments, and the addition of an industry-exclusive fully integrated ripper makes this machine one-of-a-kind. It has the strength, attitude, and intelligence to stake a claim as the industry's most versatile and powerful compact machine.

Minotaur demonstrates CASE's commitment to delivering real-world innovation rooted in customer need. With 29 patents\*\*, more than 10,000 field test hours, multiple customer clinics, countless operator evaluations, product refinements and even more evaluations after that — we've put this machine to the test to deliver you the highest standard in quality. Built mean for tough conditions and smart for precision grading, you can take it all on with confidence. Transform your operation with CASE Construction Equipment.

\*Machine control solution of your choice sold separately

\*\*21 patents granted, 8 pending

		No two compaction jobs are the same. All three series of CASE vibratory rollers — double drum, single drum, and pneumatic tire — provide operators with the right combination of brute compaction force and precise control for all materials, lift profiles and jobsites. Double drum. Combi. Compact. Large Frame. CASE offers compaction solutions for every asphalt job, from driveways and bike paths to highways and commercial parking lots. Industry-leading climbing up to 67 percent grade matches with a design for powerful compaction while remaining versatile, easy to transport and fuel efficient. The PT240D provides the flexibility for both sub-base and asphalt compaction in large-scale paving projects, improving compaction quality and completing the work in fewer passes — all in a Tier 4 Final machine.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>There are various subcategories of solutions that may describe our equipment these include earth moving equipment, agriculture, residential construction, utilities, quarry and aggregates, roads and bridges, landscaping, waste and scraping, non-residential construction, and snow removal.</p> <p>CNH INDUSTRIAL supports your municipality by optimizing equipment for productivity. That also means we are constantly striving to design machines that are simple to own. Our customers provide input to help guide machine enhancements, to improve serviceability, visibility, stability, power, ease of operation and transport, extended time between refueling, noise reduction and cold-weather starting – just to name a few. And when you buy equipment from CNH INDUSTRIAL our relationship does not stop at the transaction. CNH INDUSTRIAL dealer network is on-hand to help you build the right equipment for your jobsite, and after you buy, for advice on daily checks, operator environment configuration and help with planned maintenance.</p>

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

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

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case construction provides (7) different TLB models ranging from 74 (HP) horsepower to 110 (HP)
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case Construction offers two classes of Motor Graders, the 836C (137 HP) and the 856C (173 HP).
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case construction offers seven different models of compact excavators, two types of midi excavators and sixteen diverse types of heavy excavators (full-size excavators).
74	Bulldozers, compactors, scapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	CNH INDUSTRIAL (Case New Holland Industrial) offers (6) Bulldozers ranging from 68 to 214 horsepower
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	CNH INDUSTRIAL (Case New Holland Industrial) provides hundreds of attachments specifically designed to meet your equipment needs. We will include brochures highlighting the vast array of attachments we provide that range from snow-pushers, augers, bale handlers, buckets, brooms, and much more.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	CASE ProCare is the most comprehensive and standard-from-the-factory heavy machine support program in the industry. It comes with a 3-year/3000-hr full machine factory warranty, 3-year/2000-hr planned maintenance and 3-year Advanced SiteWatch subscription. With CASE ProCare, you receive complete factory-provided coverage on select new heavy machine orders.

**Table 14C: Required Offering of Equipment**

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	CASE Construction offers two Wheel Loader's with published net horsepower (HP) of at least 300 HP.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case Construction provides (10) full-sized excavators with a published net horsepower (HP) of at least 150 HP.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Case construction has (1) Motor Grader with a published maximum operating weight of at least 30,000 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	CNH INDUSTRIAL (Case New Holland Industrial) does not have Cranes in its current offering.

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - CNHI Price pages.zip - Friday January 13, 2023 07:29:27
  - [Financial Strength and Stability](#) - CNHI Annual report & Sustainability report.zip - Friday January 13, 2023 07:37:31
  - [Marketing Plan/Samples](#) - Buyers Guide back page.docx - Friday January 13, 2023 07:21:33
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - CNHI Warranty.zip - Friday January 13, 2023 07:32:04
  - [Standard Transaction Document Samples](#) - NH CE and Case CE matrix.zip - Thursday January 12, 2023 14:43:50
  - [Upload Additional Document](#) - CNHI awards, certificates & licenses & Brochures.zip - Friday January 13, 2023 09:54:58

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Amy Swett, Government & Fleet Sales Account Manager, CNH Industrial America LLC

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
<b>Addendum_5_Heavy_Construction_Equipment_RFP_011723</b> Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Heavy_Construction_Equipment_RFP_011723</b> Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_3_Heavy_Construction_Equipment_RFP_011723</b> Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Heavy_Construction_Equipment_RFP_011723</b> Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Heavy_Construction_Equipment_RFP 011723</b> Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



# Mauro Sewer Construction, Inc.

1251 Redeker Road, Des Plaines, IL 60016

Phone: (847) 803-2033

Fax: (847) 803-2034

February 24, 2026

**REVISED AUP 02**

WESTERN SPRINGS  
740 HILLGROVE AVE.  
WESTERN SPRINGS, IL. 60558  
rderengowski@wsprings.com

**Attn: Ronald Derengowski**

**Re: JOB #2521 WESTERN SPRINGS 53RD ST & FLAGG CREEK WM –  
CHANGE ORDER IN ADDITION TO CONTRACT QUANTITIES FOR ALTERNATE  
(OPTIONS 1 or 2)**

We propose the following Agreed Unit Price for your consideration and approval:

ITEM	UNIT	QUANTITY	PRICE	TOTAL
<b>ALTERNATE OPTION 1</b>				
#2 SODDING	SQ YD	Additional 287	\$45.00	\$12,915.00
#25 TOPSOIL FURNISH AND PLACE, 4"	SQ YD	Additional 287	\$45.00	\$12,915.00
			<b>TOTAL</b>	\$25,830.00
<b>ALTERNATE OPTION 2</b>				
#2 SODDING	SQ YD	184	\$45.00	-\$8,280.00
#24 CLASS 1 STRAW SEED & BLANKET	SQ YD	Additional 471	\$30.00	\$14,130.00
#25 TOPSOIL FURNISH AND PLACE, 4"	SQ YD	Additional 287	\$45.00	\$12,915.00
			<b>TOTAL</b>	\$18,765.00

If this Agreed Unit Price meets your approval, please sign below, and return to our office.

AUP-02 Accepted: Print Name & Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please contact our office with any questions.

Thank You,

Carmi Lullo



## AGENDA ITEM SUMMARY

### PUBLIC WORKS AND WATER COMMITTEE

Public Works and Water Committee: April 14, 2026

#### **AGENDA ITEM E.1.**

**To:** Public Works and Water Committee

**From:** Matthew Supert, Director of Municipal Services, Ronald Derengowski, Water Plant Superintendent

**CC:** Ellen Baer, Village Manager, John Mastandona, Director of Finance

**RE:** Water Treatment Plant Five Year Capital Improvement Plan

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#### **Recommendation**

Staff will review the Corollo report recommendations for Water Treatment Plant Five Year Capital Improvement Plan

#### **Summary**

Capital Improvement Plan and Carollo Water Treatment Plant Report Recommended Projects  
In 2025, the Village and Carollo Engineering completed a comprehensive assessment review of all the mechanical and treatment equipment of the water treatment plant. The Carollo Engineering report details the recommended replacement dates and provides cost estimates for all equipment in the plant and related to the production system (wells and storage) for the next twenty years. A summary of the proposed capital needs for the next five years was reviewed last fall by the Infrastructure Commission and Public Works Committee. This item is being reviewed again at this time for further discussion as it relates to funding through the Water & Sewer Enterprise Fund.

#### **Financial Impact**

#### **Recommended Motion**

No Action Required

#### **Strategic Plan Alignment**

Infrastructure Improvements

#### **File Attachments**

None